



AGENDA

November 20, 2024

AMENDED
CITY COUNCIL AGENDA
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, CA
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.

Levine Act Provisions - The Levine Act requires a Party (or its agent (s)) to a Proceeding before the City of Roseville that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to City elected or appointed officers (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than \$250 within the 12 months before the City decision.

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW),

knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Landscape Bark and Playground Engineered Wood Fiber - Contract Purchase Agreement Amendment

Memo from Parks, Recreation & Libraries Manager Brian Castelluccio and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-390 APPROVING AN AMENDMENT #1 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND APPLIED LANDSCAPE MATERIALS, INC. DBA NORCAL WHOLESALE BARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003856). Staff requests Council approval to amend the contract purchase agreement with Applied Landscapes Materials, Inc. dba Norcal Wholesale Bark for the purchase and installation of bark mulch and engineered playground wood fiber. The total cost of the service is not to exceed \$850,000. Funding is included in the FY2024-25 Parks, Recreation & Libraries; Community Facilities Districts; and Lighting and Landscaping Districts budgets.

CC #: 3641

File #: 0203-10

CONTACT: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

6.2. Five Star Intertie Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer William Montz and Environmental Utilities Director Richard Plecker recommending the City Council approve the Five Star Intertie Improvement Project construction plans and specifications, and authorization to advertise the Five Star Intertie Improvement Project for contractor bidding and accept bids. The total cost for this construction project is estimated to be \$800,000. Funding is provided by the Water Construction Fund, which is funded by water connection fees paid for by developers.

CC #: 3647

File #: 0203-09

CONTACT: William "Bill" Montz 916-774-5545 wlmontz@roseville.ca.us

Resolutions

6.3. California Integrated Transit Project - User Agreement

Memo from Assistant Transportation Planner Zachary Presley and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 24-395 APPROVING A USER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KUBA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Kuba user agreement for Roseville Transit's hardware procurement for the California Integrated Transit Project. This project will provide a consistent and contactless fare payment option across all transit agencies in the Sacramento/Placer area. Capital costs for this project have been assessed at \$123,649.89 and will be funded using Transit and Intercity Rail Capital Program funding that was secured in a grant submitted by the Sacramento Area Council of Governments. The initial three years of operating costs for this project have been assessed at \$59,535 and are being funded with Local Transportation Funds. There is no impact to the General Fund.

CC #: 3649

File #: 0721

CONTACT: Zach Presley 916-774-5365 zpresley@roseville.ca.us

6.4. California-Oregon Transmission Project - Entitlement Transfer

Memo from Assistant Electric Utility Director William Forsythe and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-396 APPROVING ACQUISITION AGREEMENTS FOR AN ENTITLEMENT TO CAPACITY ON THE CALIFORNIA-OREGON TRANSMISSION PROJECT AND ASSIGNMENT TO THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of three agreements between the City and certain owners of entitlements on the California-Oregon Transmission Project (COTP). The result of executing these three agreements will be the City of Roseville will acquire an additional 1MW of transmission rights on the COTP and will assign this right to be managed with Roseville's existing 29MW right to the Transmission Agency of Northern California. The cost of acquiring an additional 1MW of transmission rights on the COTP is a one-time cost of \$150,000, which is included in the current FY2024-25 Electric Fund budget.

CC #: 3650

File #: 0800-03

CONTACT: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

6.5. Western Area Power Administration – Network Integrated Transmission Service Amendment

Memo from Electric Resource Planner Brian Schinstock and Electric Utility

Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-394 APPROVING AMENDMENT 2 TO WESTERN AREA POWER ADMINISTRATION CONTRACT 14-SNR-01857, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval to execute the second amendment to the Network Integrated Transmission Service with Western Area Power Administration which allows Roseville to import electricity into our service territory. This amendment updates Roseville's network behind the meter generation resources to reflect the recently acquired RPEAK units. There is no fiscal impact associated with this amendment.

CC #: 3648

File #: 0800-03

CONTACT: Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

6.6. Crimson Ridge Park Upgrade Project - Notice of Completion

Memo from Park Development Project Manager Kelly Appier and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 24-386 ACCEPTING THE PUBLIC WORK KNOWN AS CRIMSON RIDGE PARK UPGRADE PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Crimson Ridge Park Upgrade Project and has found that all contract work has been completed in accordance with the improvement plans and specifications. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding of \$450,000 was allocated from the FY2022-23 General Fund year-end budget surplus. Maintenance costs are provided through the HP Campus Oaks Community Facilities District No. 2 (Public Services).

CC #: 3636

File #: 0704-01

CONTACT: Kelly Appier 916-774-5927 ksappier@roseville.ca.us

6.7. 2023 Power Source Disclosure Reports and 2023 Power Content Labels

Memo from Assistant Electric Analyst Matt Helgeson and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 24-385 APPROVING THE 2023 ANNUAL POWER SOURCE DISCLOSURE REPORTS AND THE 2023 POWER CONTENT LABELS, AND ATTESTING TO THE VERACITY OF THE ANNUAL REPORTS. Staff requests Council approval of the 2023 Power Source Disclosure Reports and 2023 Power Content Labels are state mandated reports detailing Roseville Electric Utility's 2023 energy supply. There is no fiscal impact with the approval of the 2023 Power Source Disclosure Reports and 2023 Power Content Labels.

CC #: 3632

File #: 0800-03

CONTACT: Matthew Helgeson 916-774-5654 mjhelgeson@roseville.ca.us

6.8. Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation Project - Notice of Completion

Memo from Assistant Engineer William Montz and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 24-387 ACCEPTING THE PUBLIC WORK KNOWN AS THE PLEASANT GROVE PUMP STATION VARIABLE FREQUENCY DRIVE UPGRADE AND VALVE AUTOMATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Notice of Completion for the Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation Project. The total cost of the construction contract including all change orders was \$573,334. The project was funded by the Water Rehabilitation Fund.

CC #: 3637

File #: 0900-02

CONTACT: William Montz 916-774-5545 wlmontz@roseville.ca.us

6.9. Northwest Roseville Specific Plan Parcel 27 - Workout and Settlement Agreement Amendment

Memo from Assistant City Attorney Joe Speaker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-397 AUTHORIZING THE EIGHTH AMENDMENT TO THE WORKOUT AND SETTLEMENT AGREEMENT REGARDING DELINQUENT SPECIAL TAXES AND SPECIAL ASSESSMENTS LEVIED UPON NWRSP PARCEL 27. Staff requests Council approval of the Eighth Amendment to the Workout and Settlement Agreement with CC Drive, LLC, regarding delinquent special taxes and special assessments levied upon Northwest Roseville Specific Plan Parcel 27. The original agreement was designed to cure the tax defaulted status of this parcel, which is located in the Northwest Roseville Community Facilities District No. 1. The purpose of the proposed eighth amendment is to provide the landowner with additional time to make a lump sum payment of back taxes owed on the property by extending the payment due date from December 10, 2024 to December 10, 2026. The agreement will delay payment of back taxes for Parcel 27A but will not negatively impact bond payments nor increase special taxes for other properties located within the same district. This agenda item has no General Fund impact.

CC #: 3651

File #: 0400-04-03-1

CONTACT: Mike Isom 916-774-5256 misom@roseville.ca.us

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

6.10. Community Development Block Grant Fund - Budget Adjustment

Memo from Housing Analyst Kristine Faelz and Economic Development

Director Melissa Anguiano recommending the City Council adopt ORDINANCE NO. 6886 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment for the FY2024-25 Community Development Block Grant Fund to increase expenditures by \$195,480 and revenues by \$63,237 for awarded grant funding, unexpended entitlement funding, and estimated program income. This budget adjustment uses Community Development Block Grant funds and will not impact the City's General Fund.

CC #: 3635

File #: 0709-03 & 0201-01

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us
Claudia Carreno 916-774-5476 ccarreno@roseville.ca.us

6.11. Fiscal Year 2024-25 Budget Adjustments

Memo from Budget Manager Nancy Rothlisberger and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6888 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council approve budget adjustments to the FY2024-25 budget as follows: (1) increase the expenditure budget in the Citizens Benefit Fund by \$10,000 for REACH funds disbursed in July 2024, (2) correct a grant allocation by decreasing the state grants revenue budget in the Housing Successor Low/Mod Fund for the Permanent Local Housing Allocation Grant project, (3) transfer \$592,868 from the Affordable Housing in Lieu and Program Equity Fund to the Housing Trust Fund to facilitate the closure of the Affordable Housing in Lieu and Program Equity Fund, (4) increase the property tax revenue budget in the Successor Agency to the Former RDA Fund and use the revenue to make additional payments on outstanding loan obligations, and (5) align the budget with the revised funding plan for the Baseline Traffic Signals project and adjust the loan transfer to account for project costs in FY2023-24. The recommended budget adjustments have no fiscal impact on the General Fund.

CC #: 3644

File #: 0201 & 0201-01

CONTACT: N. Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

6.12. Electric RPEAK CTs Upgrade - Budget Adjustment

Memo from Assistant Electric Utility Director Chris Porter and Electric Utility Director Dan Beans recommending the City Council adopt ORDINANCE NO. 6885 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment to the Electric RPEAK CTs Upgrade project for \$1,200,000, with an equivalent offsetting decrease to the Electric RPEAK Phase 2 Upgrade project budget resulting in no net impact to the Electric Fund.

CC #: 3633

File #: 0800-03 & 0201-01

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

6.13. Traffic Model Update - Professional Service Agreement and Budget Adjustment

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 24-388 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FEHR & PEERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6887 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a Professional Services Agreement with Fehr & Peers for a comprehensive Traffic Model Update. The total cost of the service is \$495,000. The cost of this service is entirely funded by Traffic Mitigation Funds. Additionally, staff requests approval of a budget adjustment to allocate additional resources in the amount of \$250,000 to the existing City Traffic Model Update capital improvement project.

CC #: 3638

File #: 0800-06 & 0201-01

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

Ordinances (for second reading and adoption)

6.14. Second Reading - Sierra Vista Specific Plan Parcel WB-42 - Rezone and Development Agreement Amendment

ORDINANCE NO. 6889 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6890 ADOPTING A FIFTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 3652

File #: 0400-02-12-2 & 0400-03 & 0400-04

CONTACT: Sean Morales 916-774-5282 smorales@roseville.ca.us

Reports / Requests

6.15. 2023 Development Agreement Review

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council accept the City's development agreement review for the period of January 1, 2023 through

December 31, 2023. Staff has determined that all parties are in compliance with their respective agreements for the 2023 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 #: 3643

File #: 0400-05

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Creekview Community Facilities District No. 1 - Improvement Area No. 2 - Series 2024 Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-391 A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 2 OF THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND A BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Staff requests Council approval of certain items based on the developer's request to issue Series 2024 Bonds in order to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2024 Bonds, and (iii) pay capitalized interest on the 2024 Bonds. This is the second series of bonds to be issued for Improvement Area No. 2. The Series 2024 Bond proceeds are not to exceed \$17,000,000. The Community Facilities District (CFD) will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

CC #: 3642

File #: 0206-03-01

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Priority Legislation Signed or Vetoed by the Governor for 2024

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid with an overview on priority bills that the Governor has signed or vetoed and that the Government Relations Team has tracked and advocated on during the legislative session. The bills focus primarily on priority

legislation that has implications for the following City departments or divisions: Police, Fire, Building, Housing, Planning, City Clerk, City Attorney, Public Works, Electric and Environmental Utilities. The costs of these activities are contained within the City's current budget.

CC #: 3634

File #: 0114

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

9. 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 on or before the hearing.

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

9.1. Tax and Equity Fiscal Responsibility Act Hearing - Crawford Project

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 24-392 APPROVING A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE OUTSTANDING PRINCIPAL AMOUNT NOT TO EXCEED \$75,000,000 TO FINANCE AND REFINANCE A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF ROSEVILLE HARVEY 715, L.P., A CALIFORNIA LIMITED PARTNERSHIP (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO. Staff requests that Council conducts a public hearing and adopts a resolution approving the issuance of the Bonds by the California Municipal Finance Authority ("CMFA") for the benefit of Roseville Harvey 715, L.P., a California limited partnership (the "Borrower"), or an affiliate, who has requested that the CMFA adopt a plan of financing providing for the issuance of multifamily housing revenue notes or bonds (the "Bonds") in one or more series at no time to exceed \$75,000,000 in outstanding aggregate principal amount, to finance the acquisition, construction, improvement and equipping of a 265-unit qualified residential rental

project, The Crawford, located at 1130 Harvey Way, Roseville. The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit debt issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to Roseville, it is expected that 25% of the issuance fee, or approximately \$20,700, will be granted by the CMFA to the General Fund of the City. Such grant may be used for any lawful purpose of the City.

CC #: 3645

File #: 0201

CONTACT: Jeannine Thrash 916-774-5743 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

9.2. Electric Backbone Mitigation Fee - Roseville Municipal Code Amendment

Memo from Electric Utility Financial Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council introduce for first reading an ORDINANCE AMENDING SECTIONS 4.54.010, 4.54.020, 4.54.040 AND 4.54.050 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRIC BACKBONE MITIGATION FEE. Staff requests Council approve amendments to the Roseville Municipal Code to adjust the Electric Backbone Mitigation Fee, as outlined in the nexus study. The proposed fee adjustments will result in approximately \$600,000 in additional revenue (\$82 increase for single-family unit and \$58 increase per multi-family unit) in connection and impact fees over the next 5 years. The proposed change aligns the revenues collected from developers with the costs of operating the utility to maintain financial strength and stability, consistent with City Council priorities.

CC #: 3640

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

9.3. Downtown Specific Plan, Old Town Pizza - Economic Development Incentive Agreement

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 24-393 APPROVING A CITY OF ROSEVILLE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLD TOWN ROSEVILLE PIZZA, LLC WHOLESALE CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an Economic Development Incentive Agreement with Old Town Roseville Properties, LLC to offset remediation costs associated with the development of an Old Town Pizza restaurant at a previously City-owned site at 324 Vernon Street. A budget adjustment was approved in October of 2019 allocating \$275,000 from the Strategic Improvement Fund to the Vernon Street Sale Preparation capital improvement project to cover due diligence items and remediation costs associated with the sale of the property to Lennox Hill Interiors, LLC. To date,

there is a remaining balance of \$240,000 and the proposed \$100,000 incentive will come from the existing CIP. There will be no impact to the City's General Fund.

CC #: 3646

File #: 0110

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

10. COUNCIL REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #:

File #:

Title: Meeting Heading

Contact:

Meeting Date: 11/20/2024

Item #: 0.1.



COUNCIL COMMUNICATION

CC #:

File #:

Title: Consent Calendar

Contact:

Meeting Date: 11/20/2024

Item #:



COUNCIL COMMUNICATION

CC #: 3641
File #: 0203-10

Title: Landscape Bark and Playground Engineered Wood Fiber - Contract Purchase Agreement Amendment
Contact: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Amendment #1 to the Contract Purchase Agreement with Applied Landscapes Materials, Inc. dba Norcal Wholesale Bark for the purchase and installation of landscape bark mulch and engineered playground wood fiber materials. Additionally staff requests authority for the City Manager to execute the remaining renewal year without further City Council approval, provided that the applicable budget is approved by the City Council.

BACKGROUND

The City's Parks Division currently manages over 80 facilities with playgrounds and over 300 acres of landscaping. Engineered wood fiber is a primary safety component within playgrounds. Sustaining acceptable levels of this materials is required to provide a safe and enjoyable experience. Landscape bark mulch is used within landscape areas in our parks and streetscapes. Bark mulch assists in retaining soil moisture, decreasing water use, reducing weeds and enhancing community aesthetics.

Two years remain on the existing contract, based on the Request for Proposals (RFP-13-098) issued in April of 2021. In the FY2024-25 budget, Parks, Recreation, & Libraries was approved to implement a 4-year cycle for mulch bark replenishment in General Fund parks and streetscapes at an expense of \$250,000 annually. The Community Facilities Districts (CFD) and Landscaping and Lighting Districts (LLD) budgets also fund bark mulch replacement following this cycle. Implementation of this regular replenishment cycle results in an increase in the not-to-exceed contract amount to \$850,000 in FY2024-25 and \$900,000 in FY2025-26.

FISCAL IMPACT

The cost of the FY2024-25 year of the contract is not to exceed \$850,000. This funding is included in the Parks, Recreation & Libraries budget (\$400,000), and the Community Facilities Districts (CFD) and Lighting and Landscape Districts (LLD) budgets (\$450,000). The estimated

not-to-exceed cost for FY2025-26 is \$900,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of Amendment #1 to Contract Purchase Agreement for the installation of mulch bark and playground fiber meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Brian Castelluccio, Parks, Recreation & Libraries Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-390

Amended Contract - Applied Landscape Materials Inc.

RESOLUTION NO. 24-390

APPROVING AN AMENDMENT #1 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND APPLIED LANDSCAPE MATERIALS, INC. DBA NORCAL WHOLESALE BARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment #1 to Contract Purchase Agreement (3003856) to provide landscape bank and playground fiber materials, by and between the City of Roseville and Applied Landscape Materials, Inc. dba Norcal Wholesale Bark, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute the remaining renewal year without further City Council approval, provided that the applicable budget is approved by the City Council.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3003856

Supplier Details:

Company Applied Landscape Materials Inc dba Norcal Wholesale Bark
Contact Greg Janda
Address 4500 Pacific St Ste O

Rocklin, CA 95677

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3003856

Agreement	3003856
Agreement Date	12-JUN-2024
Change Order	1
Change Order Date	27-SEP-2024
Revision	1
Agreement Amount	850,000.00 USD

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

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

Supplier **Applied Landscape Materials Inc dba Norcal**
Wholesale Bark
4500 Pacific St Ste O

Rocklin, CA 95677

Phone: ()
Fax: ()
Email: almquotes@gmail.com

Description of Labor,
equipment and/or materials
AMENDMENT #1
Contract purchase agreement 3003856, which was executed 7/1/2024, is hereby modified as follows:

The agreement amount is modified from \$450,000.00 to \$850,000.00. The purpose of this modification is to allow for additional purchase and installation of landscape bark and playground fiber materials.

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

Contact Patrick Daly in the Parks Department at (916) 774-5764 or email pdaly@roseville.ca.us for questions regarding this contract.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14964	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2024	30-Jun-2025	Sue Jessup Phone 1-916-746-1107			

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

Supplier	
Signature:	
Print Name:	BRENDAN IMMS
Title:	PRESIDENT, CEO

Supplier	
Signature:	
Print Name:	
Title:	

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



COUNCIL COMMUNICATION

CC #: 3647
File #: 0203-09

Title: Five Star Intertie Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: William "Bill" Montz 916-774-5545 wlmontz@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Approve the construction plans and specifications for the Five Star Intertie Improvement Project (Project); and
2. Authorize staff to advertise the Project and accept bids from Contractors.

BACKGROUND

As part of the PCWA-Roseville Conveyance Project with Placer County Water Agency (Agency), necessary improvements were identified at the Five Star Intertie between City and Agency water distribution systems.

Constructed in 1995, the Five Star Intertie is a manually operated intertie between the City and the Agency located at the intersection of Five Star Boulevard and Stanford Ranch Road.

To increase water supply resiliency and improve operational functionality, the City and Agency desire to energize and automate the Intertie, which includes the replacement of the flow measurement instrument for automation compatibility. With improvements complete, the Intertie shall be capable of remote monitoring and operation via the Agency's Supervisory Control and Data Acquisition (SCADA) system and remote monitoring through the City's SCADA system. The communication link between the Intertie and the City's SCADA system is desired to be through a fiber pathway, whereas the communication link between the Intertie and Agency's SCADA system is desired to be via cellular wireless technology.

To energize the Intertie, a new transformer shall be designed, obtained, and installed (provided by Roseville Electric) as well as a metered pedestal to meter power to the Intertie. In addition, a power distribution panelboard is required to provide power from the transformer to the Intertie. Two Programmable Logic Controller panels are required to communicate the signals from the Intertie to the City and Agency SCADA systems.

FISCAL IMPACT

The total cost for the construction project is estimated to be \$800,000. Funding is provided by the Water Construction Fund, which is funded by water connection fees paid for by developers.

ENVIRONMENTAL REVIEW

This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines. The project involves modification of existing facilities to increase water distribution system operational flexibility. The improvements do not result in expansion of use. No sensitive resources are present on the project site. Therefore, the Class 1 Exemption is applicable to the proposed project.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F – Invest in well-planned infrastructure and growth.

Respectfully Submitted,

William Montz, Assistant Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Manual

Drawings

Specs

CEQA



Buildings & Grounds

Project Manual

Project:
Five Star Intertie Improvement Project

Department:
Environmental Utilities



CITY OF ROSEVILLE

Five Star Intertie Improvement Project

The Specifications contained herein have been prepared by, or under the direct supervision of the following Registered Engineers

Bid Documents and Conditions of the Contract Prepared by: City of Roseville

Janice R. Gainey, PE
Expires 09/30/2026

Technical Specifications Prepared by: GHD Inc.

Matt Weber, PE, DBIA
Expires 6/30/2026

PROJECT MANUAL

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TEXT OF AB 626

AB 626

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CITY OF ROSEVILLE
DEPARTMENT OF ENVIRONMENTAL UTILITIES
FIVE STAR INTERTIE IMPROVEMENT PROJECT

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until December 19, 2024 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on December 19, 2024 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project: Five Star Intertie Improvement Project.

An optional pre-bid meeting will be held at 2005 Hilltop Circle Roseville, CA 95747 at 10am on Thursday, December 5, 2024.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at www.roseville.ca.us/business/procurement_services/bids_rfps or directly at www.publicpurchase.com. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as follows:

RFQ # 08-117
Five Star Intertie Improvement Project

(Name of Bidder)
(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for

submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The Contractor shall possess any license classification required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following

website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 “Legal Relations and Responsibility” of the General Conditions.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Vehicles with a GVWR greater than 8,500 lbs. and light – duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions and air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. In addition, certain off-road diesel vehicles may be subject to the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation

webpage at <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueledfleets-regulation>.

All questions prior to the deadline for bid submissions must be submitted via the Public Purchase website at <https://www.publicpurchase.com>. The deadline for submissions of questions and clarifications regarding the Contract Documents is ten (10) calendar days before the deadline for bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in the General Conditions Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations and reviewed all available supplemental materials. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records, if they exist, have been uploaded to the Public Purchase website for this RFP as "supplemental materials". The supplemental materials are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms (included in this document under section PROP), which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the

Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR’S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed “Noncollusion Declaration” in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any

employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern. The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the General Conditions, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work

under a bid item will be performed during the course of the Project or that the Work will be performed at the quantities included in the Schedule of Bid Prices. As provided in the General Conditions, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the

provisions of California Labor Code Section 6707, if the Work involves construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals \$1,000,000, but the Bidder has written \$1,250,000 as the Grand Total Bid Price, the City will consider \$1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the

base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid

rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited,

will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the General Conditions, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance

certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to

Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

Project _____

Contractor _____

PROPOSAL

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES

for

Five Star Intertie Improvement Project

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date _____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

City of Roseville Business License No. _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Specifications, General Conditions, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled Five Star Intertie Improvement Project, City of Roseville, California. This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will

be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item (“unit”) price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words “Cash \$_____,” “Cashier's Check,” “Certified Check,” or “Bidder's Bond,” as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____

By _____

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Provide a summary of your firm's experience in providing these or similar services.

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

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB- CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG. NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business
under the laws of the State of California, as SURETY, are held and firmly bound unto the City of
Roseville in the penal sum of _____ dollars
(\$ _____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF
THE BID of the Principal above named, submitted by said Principal to the City of Roseville,
acting by and through the Public Works Director, for the work described below, for the payment
of which sum in lawful money of the United States, well and truly to be made, to the Director of
the Department to which said Bid was submitted, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of
the City of Roseville, as aforesaid, for certain construction specifically described as follows, for
which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street,
Roseville, California, on _____, 20__ FOR

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20__.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

Bid Item	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Total Amount (\$)
1	Mobilization and Demobilization	Lump Sum	1		
2	Traffic Control	Lump Sum	1		
3	Mechanical – Pressure Reducing Valve (PRV) Vault	Lump Sum	1		
4	Mechanical – Flow Meter Vault and Isolation Valve	Lump Sum	1		
5	Electrical	Lump Sum	1		
6	Communication – City of Roseville	Lump Sum	1		
7	Communication – PCWA	Lump Sum	1		

GRAND TOTAL BID PRICE (\$) = _____

Grand Total Bid Price in Words:_____

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____

No_____

If the answer is yes, explain the circumstances in the following space.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the
INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an “as is” basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, (“CITY”), and
_____, a _____,
 (“CONTRACTOR”); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of
_____, 20____, approved plans and specifications for the

_____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the ____ day of _____, 20____; and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the ____ day of _____, 20____, the Council found and
declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a

contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

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

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR _____ dollars (\$_____) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the Insurance Broker Information Packet section of this document; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$1,500.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 181 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

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

CITY OF ROSEVILLE

CONTRACTOR

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

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

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

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

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

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

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

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

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

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

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____

DOMINICK CASEY
City Manager

BY: _____

its: _____

and

ATTEST:

BY: _____

its: _____

BY: _____

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

INSURANCE BROKER INFORMATION PACKET

Five Star Intertie Improvement Project

TABLE OF CONTENTS for INSURANCE BROKER INFORMATION PACKET

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Public Works Payment Bond	INS 15

NOTICE TO CONTRACTOR

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as the Five Star Intertie Improvement Project.

The Contract Amount is \$_____

The Contract Conditions for this project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$_____.

Bonds must be sent to the following staff person:

William Montz
2005 Hilltop Circle
Roseville, CA 95747

Insurance documents must be provided using one of the following methods:

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

- c. Or mail the documents to

City of Roseville
Insurance Compliance
P.O. Box 100085-R1
Duluth, GA 30096

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. **Insurance Required.**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury,

personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. 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.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its

Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance Is Required by Risk

Management: The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of Builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the

abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be

declared on the certificate of insurance and approved by City in writing. 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.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

**J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No. _____
Premium \$ _____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____
as contractor ("PRINCIPAL") for the public work described as _____
_____ (the "WORK"). The
contract ("AGREEMENT"), for the public work described above, and all of its terms and
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the
AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$ _____) (which amount is not less than 100% of the

AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the SURETY shall

continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship

and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____

City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____
as contractor ("PRINCIPAL"), for the public work described as _____
_____ (the "WORK"). The
contract ("AGREEMENT"), for the public work described above, and all of its terms and
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the
AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and
assigns in the sum of _____
dollars (\$ _____) (which amount is not less than 100% of the
AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which

payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall

operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____

City Attorney

GENERAL CONDITIONS
FOR BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04 **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05 **ASSESSMENT.** A cost imposed on the Contractor for non-compliance

with certain contractual requirements.

1-1.06 **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07 **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08 **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10 **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11 **CITY.** The City of Roseville.

1-1.12 **CITY ATTORNEY.** The City Attorney of the City.

1-1.13 **CITY CLERK.** The City Clerk of the City.

1-1.14 **CLAIM.** A separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief for damages or penalties for delay assessed by

the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15 **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16 **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17 **CONTRACT CONDITIONS.** Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18 **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19 **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details

of the Work. The Contract Drawings include any drawings or plates bound within the Supplemental Conditions.

1-1.20 **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21 **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22 **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and

wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City

equipment and/or facilities.

1-1.28 **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29 **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30 **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32 **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34 **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35 **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the

Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.36 **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37 **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38 **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI).** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item

included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum.

1-1.47 **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49 **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50 **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52 **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off

the Work Site.

1-1.53 **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55 **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT**

DOCUMENTS. The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04 **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1. Change Orders
2. The Contract (including Addenda)
3. The Supplemental Conditions
4. Specifications
5. Contract Drawings
6. The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

Request for Information (“RFI”) to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor’s labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below. Contractor’s failure to provide the required written notice shall constitute a waiver of the Contractor’s right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06 **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

2-1.08 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24”) by thirty-six inches (36”).

2-1.08B **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

15. Mechanical drawings
16. Printouts of all software programs and configuration files
17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes
19. Emergency shutdown instructions
20. Normal shutdown instructions
21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

“The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements.”

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C. The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material

involves redesign of, or changes to, other parts of the Work, the cost and time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09 **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10 **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11 **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12 **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19 **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21 **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23 **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24 **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25 **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

default under this Agreement.

3-1.02 **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

3-1.03

EMERGENCY AND INDETERMINATE TYPE CHANGE

ORDERS. Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04

EXECUTED CHANGE ORDER.

A Contract Change Order signed by both the Director and the Contractor is an “executed Contract Change Order.” By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other “impact” claim or “ripple effect” claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05

CONTRACT PRICE ADJUSTMENT.

If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item of Work in its entirety. The City makes no representation that any work under a bid item of Work

will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06 **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars (\$1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>. Equipment located at a Work Site and utilized on non-Force Account work shall not be eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other “impact” claim or “ripple effect” claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor’s own forces, the maximum allowable mark-ups for the Subcontractors’ costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07 **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, “Changes in the Work,” of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director

before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all

respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, forfeit Twenty-five Dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

B. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully 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. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than \$200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A. The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (A) shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following

basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or Subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (A). In the event that the Contractor or Subcontractor fails to comply within the ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment then due. A contractor

is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term “claims” shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys’ fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08 **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09 **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10 **EMERGENCIES.** In an Emergency affecting the safety of life, the

Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

“I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as “Indemnitees”) from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor’s use of the City’s property or any activities or Work performed hereunder by the Contractor; (2) the Contractor’s performance of the Work under the Agreement; or (3) the Contractor’s breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor’s obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City’s property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor’s indemnity obligation described herein.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers’ compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. 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.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. 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.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract 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 the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

- A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B. Occupancy and use by the Department or the public prior to the completion of the entire project.
- C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation.”

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

“ In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.”

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

5-1.43 **CALIFORNIA AIR RESOURCES BOARD REGULATIONS.** The Contractor shall comply with any applicable regulations of the California Air Resources Board ("CARB") set forth below.

A. In-Use Off-Road Diesel-Fueled Fleets. If the Contractor will use vehicles subject to Cal. Code Regs., tit. 13, §§ 2449 et seq. for the project, it shall submit a valid Certificate of

Reported Compliance to the City as provided in § 2449(n).

B. Advanced Clean Fleets. Pursuant to Cal. Code Regs., tit. 13, § 2013(i)(1), the Contractor shall submit to the City either a signed statement stating that it is not subject to the High Priority and Federal Fleets regulation of title 13, CCR section 2015 through 2015.6, or a document evidencing that it is listed on the CARB Advanced Clean Fleets webpage as a compliant fleet.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act” beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor’s receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule.** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)

- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of “Changes in the Work” under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor’s operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement.

"Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment – Equipment,” of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, “Force Account Payment – Labor,” of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to “Changes to the Work” elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor’s receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, “Progress

Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

- b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An

“Event of Default” as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, “Progress Payments,” of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor’s request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the

Contractor pursuant to this section.

3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in

California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt

of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution

process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for

delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the

Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made

within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but

not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the

claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SUPPLEMENTAL CONDITIONS

Project: Five Star Intertie Improvement

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Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Environmental Utilities Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is (10) ten Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 21 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 181 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$1,500.00 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

Section 7-1.02 of the General Conditions is amended to include the following:

Unless special payment is specifically provided in the Measurement and Payment Section, all incidental work and expense in connection with the Completion of Work Under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the Schedule of Bid Items in connection with which costs are incurred.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIAL PROVISIONS

Table of Contents for Special Provisions

Section 1: Governor's Executive Order N-6-22 (EO)

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SECTION 2. GOVERNOR NEWSOM EXECUTIVE ORDER N-6-22 (EO)



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

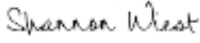
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
 4/25/2022
6315660A1B747E
Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

SPECIFICATIONS FOR CONSTRUCTION

CITY OF ROSEVILLE

**FIVE STAR INTERTIE
IMPROVEMENTS PROJECT**

BID SET SUBMITTAL

TECHNICAL SPECIFICATIONS

APRIL 2024

PREPARED BY:



943 Reserve Drive
Roseville, CA 95678

DRAWINGS

Project: **Five Star Intertie Improvement Project**

CITY OF ROSEVILLE
FIVE STAR INTERTIE IMPROVEMENT PROJECT
FIVE STAR BOULEVARD AND STANFORD RANCH ROAD, ROSEVILLE, CA 95678



LOCATION MAP
SCALE: NTS

ENGINEER:

GHD
CONTACT: LAWRENCE DOWNS, P.E.
943 RESERVE DRIVE
ROSEVILLE, CA 95678
PH: (916) 256-8668
EMAIL: LAWRENCE.DOWNS@GHD.COM

SHEET INDEX:

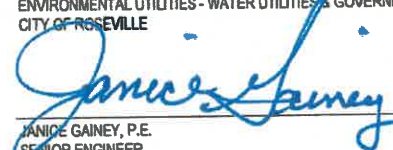
SHEET	DESCRIPTION
G-001	TITLE SHEET, LOCATION MAP, AND SHEET INDEX
G-002	ABBREVIATIONS, SYMBOLS, LEGEND, AND GENERAL NOTES
C-101	CIVIL SITE PLAN AND FIBER OPTIC PLAN AND PROFILE
MD-101	PRV VAULT AND FLOW METER DEMOLITION PLAN
M-101	PRV VAULT AND FLOW METER PLAN
M-301	PRV VAULT AND FLOW METER SECTIONS
M-501	MECHANICAL DETAILS-1
M-502	MECHANICAL DETAILS-2
E-001	ELECTRICAL NOTES, SYMBOLS, AND ABBREVIATIONS
E-101	ELECTRICAL SITE PLAN AND GROUNDING PLAN
E-501	ELECTRICAL DETAILS-1
E-502	ELECTRICAL DETAILS-2
E-601	ELECTRICAL SINGLE LINE DIAGRAM
E-602	ELECTRICAL CONDUIT SCHEDULE
I-001	PROCESS AND INSTRUMENTATION LEGEND
I-101	NETWORK ARCHITECTURE
I-102	PROCESS AND INSTRUMENTATION DIAGRAM



UTILITY CONTACT INFORMATION		
UTILITY	REPRESENTATIVES	PHONE
USA NORTH	CALL BEFORE YOU DIG	800-642-2444
GAS/ELECTRICITY	P.G.&E.	530-889-5150
ELECTRICITY	ROSEVILLE ELECTRIC	916-774-5691
TELEPHONE	CONSOLIDATED COM.	916-786-4591
WATER	CITY OF ROSEVILLE	916-774-5750
WATER	PCWA	560-823-4850
SEWER	CITY OF ROSEVILLE	916-774-5750
DRAINAGE	CITY OF ROSEVILLE	916-774-5339
T.V.CABLE	COMCAST	916-722-3206
TELEPHONE	AT&T	916-484-2388
TELEPHONE	VERIZON	925-951-2711
SEWER	SOUTH PLACER MUNICIPAL UTILITY DISTRICT (SPMUD)	916-786-8555

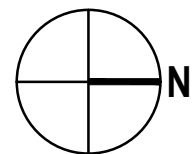
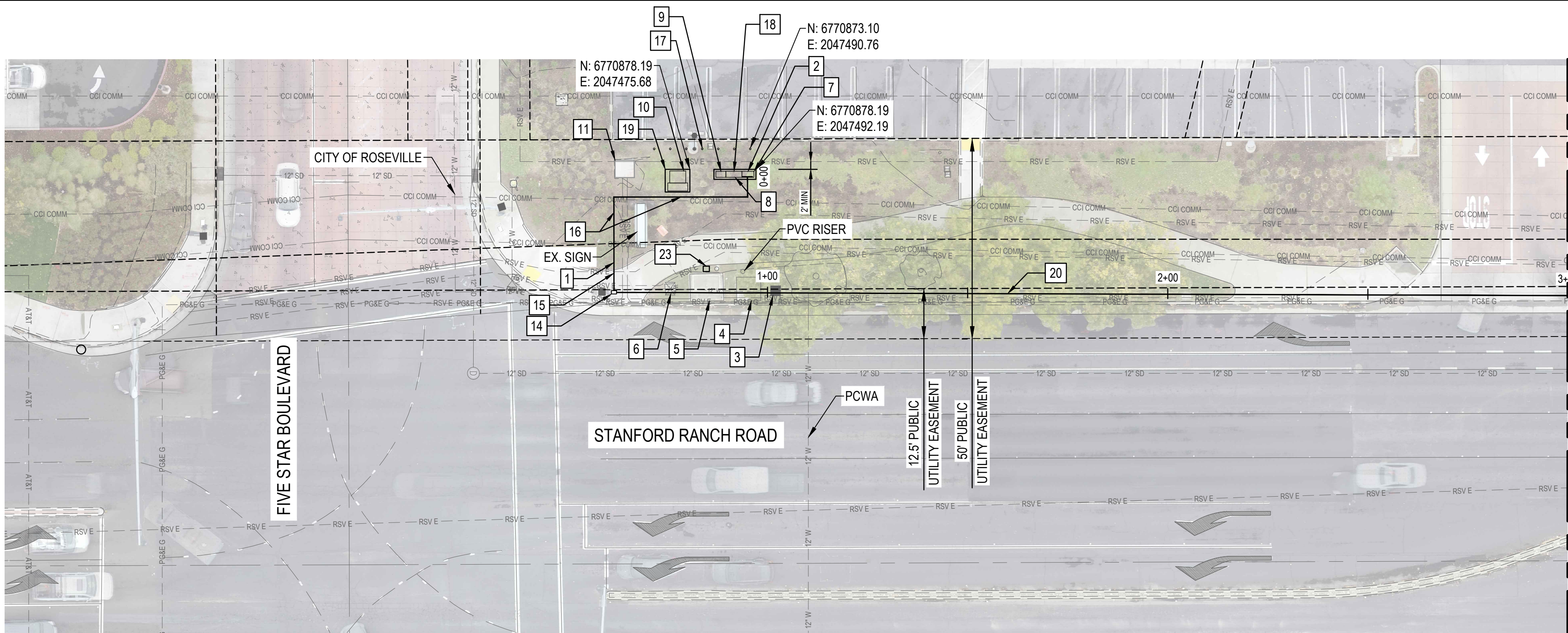
CITY OF ROSEVILLE - ENVIRONMENTAL UTILITIES
PLACER COUNTY WATER AGENCY

APPROVED  10/30/24
SEAN BIGLEY
ASSISTANT ENVIRONMENTAL UTILITIES DIRECTOR
ENVIRONMENTAL UTILITIES - WATER UTILITIES & GOVERNMENT RELATIONS
CITY OF ROSEVILLE
DATE

APPROVED  10/22/24
JANICE GAILEY, P.E.
SENIOR ENGINEER
DEPARTMENT OF ENVIRONMENTAL UTILITIES
CITY OF ROSEVILLE
DATE

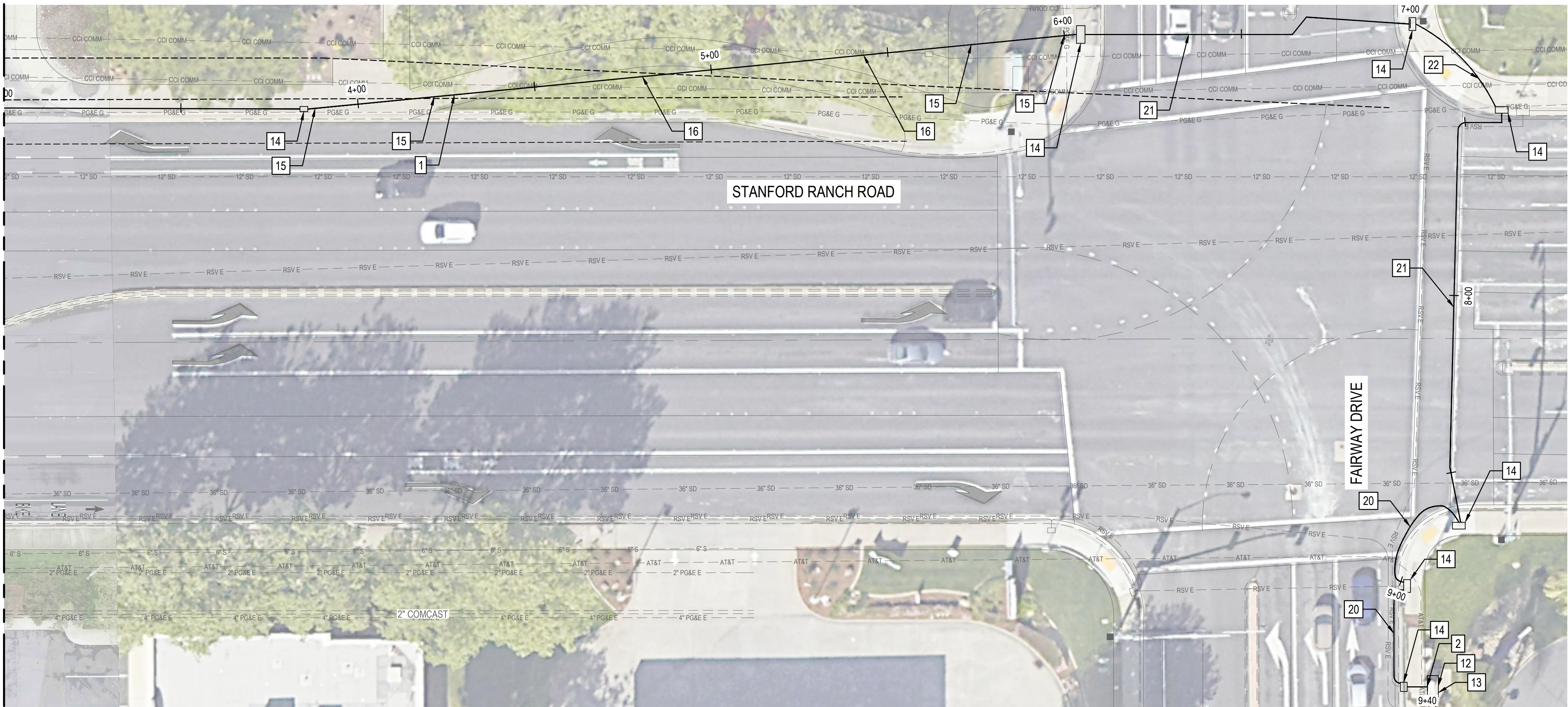
APPROVED  8/27/24
BRIAN RICKARDS, P.E.
PLANNING AND DEVELOPMENT SERVICES
PLACER COUNTY WATER AGENCY
DATE

SUBMITTED  8/28/24
LAWRENCE DOWNS, P.E.
GHD
DATE



MATCH LINE STA. 3+00
SEE PLAN ON BOTTOM

MATCH LINE STA. 3+00
SEE PLAN ON TOP

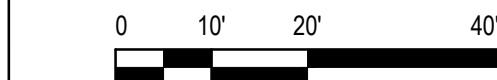


GENERAL NOTES

- LOCATION OF EXISTING UTILITIES AND STRUCTURES ARE FROM INFORMATION AVAILABLE AT THE TIME OF DESIGN. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY THE OWNER AND UNDERGROUND SERVICES ALERT (800) 227-2600 A MINIMUM IF 72 HOURS PRIOR TO ANY EXCAVATION AND SHALL POthOLE FOR EXACT LOCATION. CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES

SHEET KEYNOTES

- (N) 2" SCH 80 PVC CONDUIT FOR FIBER CABLE. INSTALL PER DETAIL 1 ON E-501.
- (N) FIBER CABLE TO BE PROVIDED AND TERMINATED PER SECTION 40 66 33 FIBER OPTIC COMMUNICATION SYSTEMS OF THE SPECIFICATIONS.
- PCWA ARV
- PCWA FLOW METER VAULT SEE MD-101
- PCWA PRV VAULT SEE MD-101
- PCWA WATER VALVE
- (N) ROSEVILLE PLC PANEL
- (N) PCWA PLC PANEL
- (N) PANELBOARD WITH METER
- (N) UTILITY TRANSFORMER BY ROSEVILLE ELECTRIC
- (E) ELECTRICAL VAULT
- (E) SLACK AND SPLICE ENCLOSURE
- (E) TRAFFIC LIGHT PEDESTAL
- (E) PULL BOX
- RESTORE SIDEWALK, CURB AND GUTTER PER CITY STANDARD DETAIL ST-17, TYPE 2 ON M-502. MATCH EXISTING WIDTH AND THICKNESS.
- RESTORE LANDSCAPE AND IRRIGATION IN KIND
- INSTALL 7 BOLLARDS EVERY 4' ON CENTER, PER CITY STANDARD DET. ST-38A ON M-502.
- (N) 2'-6"x9'-6" CONCRETE PAD FOR PLCS AND PANELBOARD PER DET. 3 ON E-501.
- (N) CONCRETE PAD FOR UTILITY TRANSFORMER. CONTRACTOR SHALL PROVIDE PRECAST TRANSFORMER PAD FOR REVIEW AND APPROVAL FOLLOWING FINAL TRANSFORMER DESIGN PROVIDED BY ROSEVILLE ELECTRIC.
- (N) FIBER CABLE IN (E) 1.5" CONDUIT
- (N) FIBER CABLE IN (E) CONDUIT, UNKNOWN SIZE
- (N) FIBER CABLE IN (E) 2" CONDUIT
- FALL PROTECTION SUPPORT, SEE DETAIL 2 ON M-502. CENTER ON VAULT.

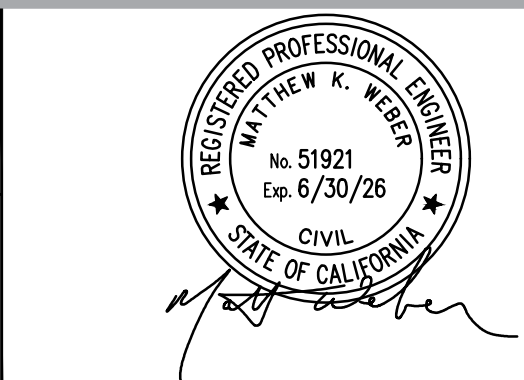


No.	Issue	Checked	Approved	Date
Author	O. MALKO	Drafting Check	M. TRINH	
Project Manager	M. WEBER			
Designer	M. TRINH / S. SHAMIA	Design Check	M. TRINH	
Project Director	G. WATANABE			



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0 1"

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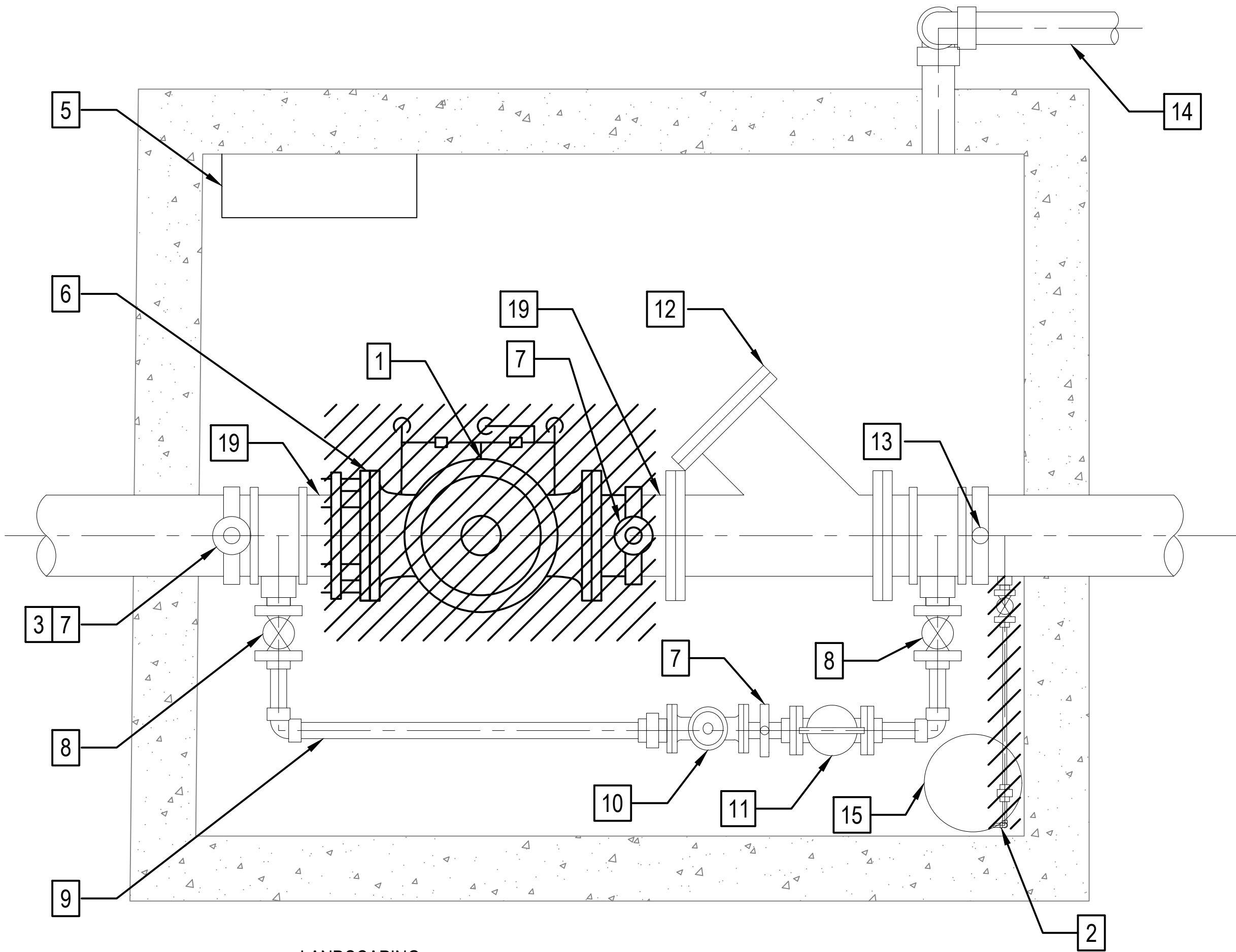
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Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT
Project No.	11231367
Date	JULY 2024
Scale	AS SHOWN

Title	CIVIL SITE PLAN AND FIBER OPTIC PLAN
Size	ANSI D
Sheet No.	C-101
3 OF 17	



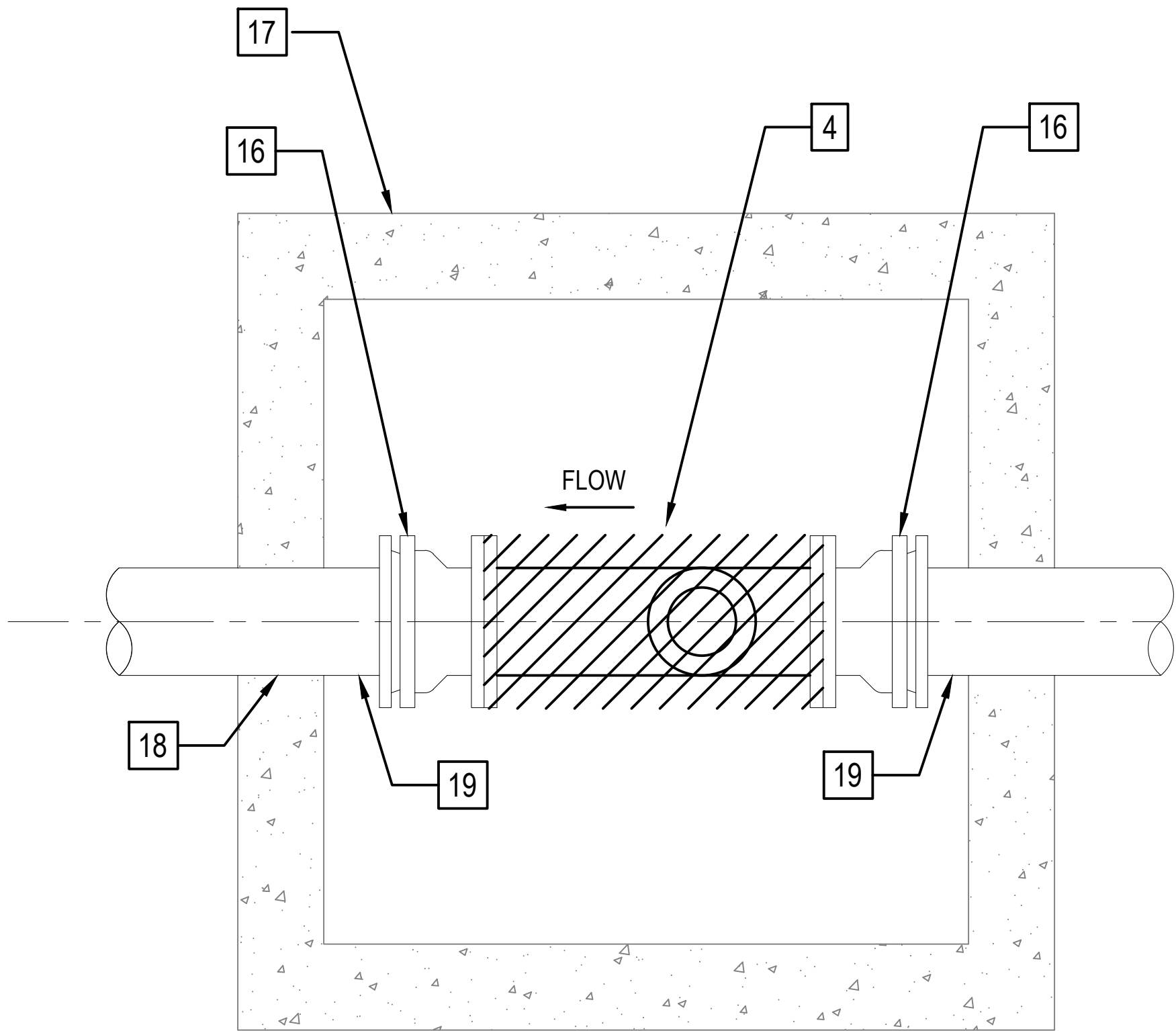
LANDSCAPING

CURB

GUTTER

PRV VAULT

SCALE: 1" = 1'-0"



FLOW METER VAULT

SCALE: 1" = 1'-0"

GENERAL NOTES

- EXISTING EQUIPMENT BACKGROUND, LAYOUT, SECTIONS AND ELEVATIONS ARE BASED ON SITE OBSERVATIONS AND DRAWINGS PROVIDED BY THE CITY OF ROSEVILLE / PLACER COUNTY WATER AGENCY: IMPROVEMENT PLANS FOR PRICE CLUB OFF-SITE IMPROVEMENTS, PREPARED BY KIER & WRIGHT (1995).
- CONTRACTOR SHALL COORDINATE WITH THE CITY OF ROSEVILLE AND PCWA REGARDING THE SHUTDOWN OF EXISTING FIVE STAR INTERTIE SYSTEM TO REMOVE PORTIONS IDENTIFIED ON THE PLANS.
- CONTRACTOR TO PROTECT EXISTING FACILITIES / EQUIPMENT TO REMAIN IN PLACE.
- CONTRACTOR SHALL FIELD VERIFY EXISTING FIELD CONDITIONS PRIOR TO START OF WORK AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

SHEET KEYNOTES

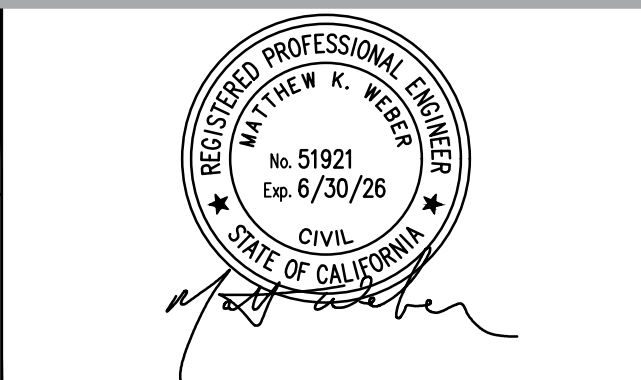
- REMOVE (E) 10" PRV AND RETURN TO PCWA
- REMOVE (E) EDUCTOR AND PLUG HOLE WITH SST PIPE PLUG RATED FOR 150 PSI TO PREVENT LEAKAGE.
- IF NEEDED FOR INSTALLATION OF THE PRV, CONTRACTOR MAY REMOVE (E) PRESSURE GAUGES
- REMOVE (E) PROPELLER FLOW METER AND RETURN TO PCWA
- (E) LADDER
- REMOVE (E) FCA
- (E) PRESSURE GAUGE
- (E) 2" BALL VALVE (TYP)
- (E) BYPASS
- (E) 2" FLG'D. DIRECT ACTING PRV
- (E) 2" STRAINER W/ BLOWOFF VALVE, BALL TYPE
- (E) 10" STRAINER
- (E) HOSE BIB
- (E) VENT PIPE
- (E) SUMP PIT
- (E) MJxFL ADAPTERS TO REMAIN
- (E) FLOW METER VAULT
- (E) 10" DIP
- (E) PIPE SUPPORT

No.	Issue	Checked	Approved	Date
Author	O. MALKO	Drafting Check	L. DOWNS	Project Manager
Designer	L. DOWNS / S. SALIH	Design Check	L. DOWNS	Project Director
			G. WATANABE	



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Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT
Project No.	11231367
Date	JULY 2024
Scale	AS SHOWN

Title	PRV VAULT AND FLOW METER DEMOLITION PLAN
Sheet No.	MD-101
Size	ANSI D
Sheet	4 OF 17

GENERAL NOTES

1. EXISTING EQUIPMENT BACKGROUND, LAYOUT, SECTIONS AND ELEVATIONS ARE BASED ON SITE OBSERVATIONS AND DRAWINGS PROVIDED BY THE CITY OF ROSEVILLE / PLACER COUNTY WATER AGENCY: IMPROVEMENT PLANS FOR PRICE CLUB OFF-SITE IMPROVEMENTS, PREPARED BY KIER & WRIGHT (1995).
2. CONTRACTOR SHALL COORDINATE WITH THE CITY OF ROSEVILLE AND PCWA REGARDING THE SHUTDOWN OF EXISTING FIVE STAR INTERTIE SYSTEM TO REMOVE PORTIONS IDENTIFIED ON PLAN.
3. CONTRACTOR TO PROTECT EXISTING FACILITIES / EQUIPMENT TO REMAIN IN PLACE.
4. CONTRACTOR SHALL FIELD VERIFY EXISTING FIELD CONDITIONS PRIOR TO START OF WORK AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

- [illegible]

1. INSTALL (N) 10" PRV CLA-VAL MODEL 131-01
2. (E) PRV VAULT
3. IF NEEDED FOR INSTALLATION OF THE PRV, CONTRACTOR MAY REMOVE (E) PRESSURE GAUGES
4. INSTALL (N) 10" MAGNETIC FLOW METER
5. (E) LADDER
6. (N) 10" FCA
7. (E) PRESSURE GAUGE
8. (N) 1-1/2" PVC SCH 80 DISCHARGE PIPE
9. (E) BYPASS
10. (E) 10" STRAINER
11. (E) HOSE BIB
12. (E) MJxFL ADAPTERS TO REMAIN
13. (E) FLOW METER VAULT
14. (E) 10" DIP
15. (N) 10" DIP SPOOL PEXFL
16. (E) AVRVAULT
17. (N) 10" BUTTERFLY VALVE WITH 2" NUT AND VALVE BOX. SEE PCWA STANDARD DETAIL S106, S107, S109 AND S112 ON M-501
18. (E) 12"x10" REDUCER, LOCATION TO BE FIELD VERIFIED
19. (N) 1-1/2" PIPE TO PENETRATE CURB AND DISCHARGE FLOW INTO THE GUTTER
20. (N) WALL PENETRATION PER PCWA STANDARD DETAIL S405 ON M-502
21. (N) SUMP PUMP WITH CHECK VALVE ON SUCTION LINE
22. FILL (E) SUMP WITH NON-SHRINK GROUT, FLUSH WITH EXISTING VAULT FLOOR
23. (E) 12" DIP
24. (N) FLANGE PIPE SUPPORT PER DET. 1/M-502

- ← PCWA CITY →

FLOW

50" MIN. CL (N) FLOW METER TO CL (E) AVR

7. (E) PRESSURE GAUGE
 8. (N) 1-1/2" PVC SCH 80 DISCHARGE PIPE
 9. (E) BYPASS
 10. (E) 10" STRAINER
 11. (E) HOSE BIB
 12. (E) MJxFL ADAPTERS TO REMAIN
 13. (E) FLOW METER VAULT
 14. (E) 10" DIP
 15. (N) 10" DIP SPOOL PEXFL
 16. (E) AVR VALVE
 17. (N) 10" BUTTERFLY VALVE WITH 2" NUT AND VALVE BOX. SEE PCWA STANDARD DETAIL S106, S107, S109 AND S112 ON M-501
 18. (E) 12"x10" REDUCER, LOCATION TO BE FIELD VERIFIED
 19. (N) 1-1/2" PIPE TO PENETRATE CURB AND DISCHARGE FLOW INTO THE GUTTER
 20. (N) WALL PENETRATION PER PCWA STANDARD DETAIL S405 ON M-502
 21. (N) SUMP PUMP WITH CHECK VALVE ON SUCTION LINE
 22. FILL (E) SUMP WITH NON-SHRINK GROUT, FLUSH WITH EXISTING VAULT FLOOR
 23. (E) 12" DIP
 24. (N) FLANGE PIPE SUPPORT PER DET. 1/M-502

SCALE: 1" = 1'-0"

SCALE: 1" = 1'-0"

No.	Issue		Checked	Approved	Date
Author	O. MALKO	Drafting Check	L. DOWNS	Project Manager	M. WEBER
Designer	L. DOWNS / S. SHAMIA	Design Check	L. DOWNS	Project Director	G. WATANABE



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Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT

Project No.	11231367
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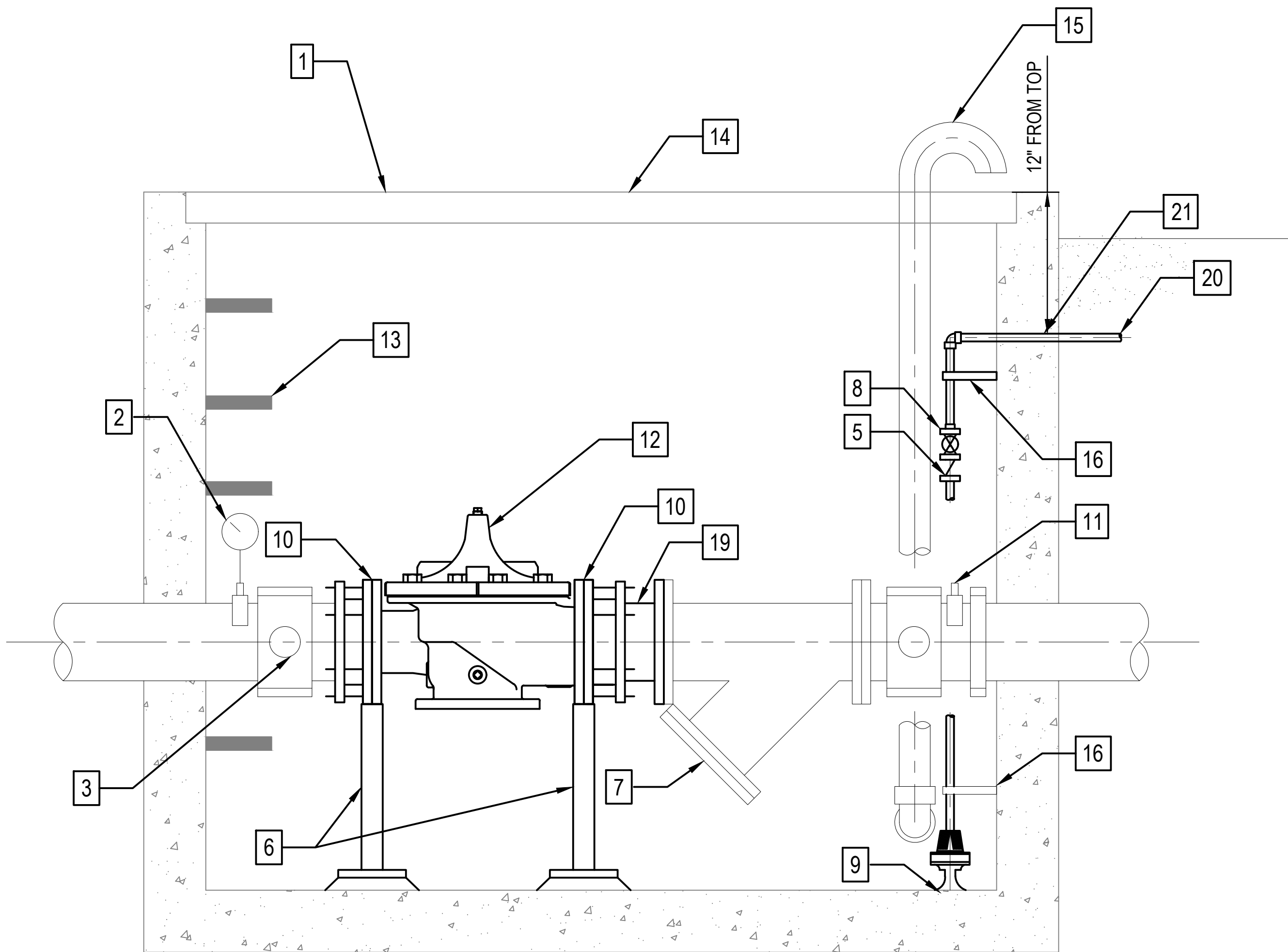
Date
JULY 2024

Scale
AS SHOWN

Title **PRV VAULT AND FLOW METER
PLAN**

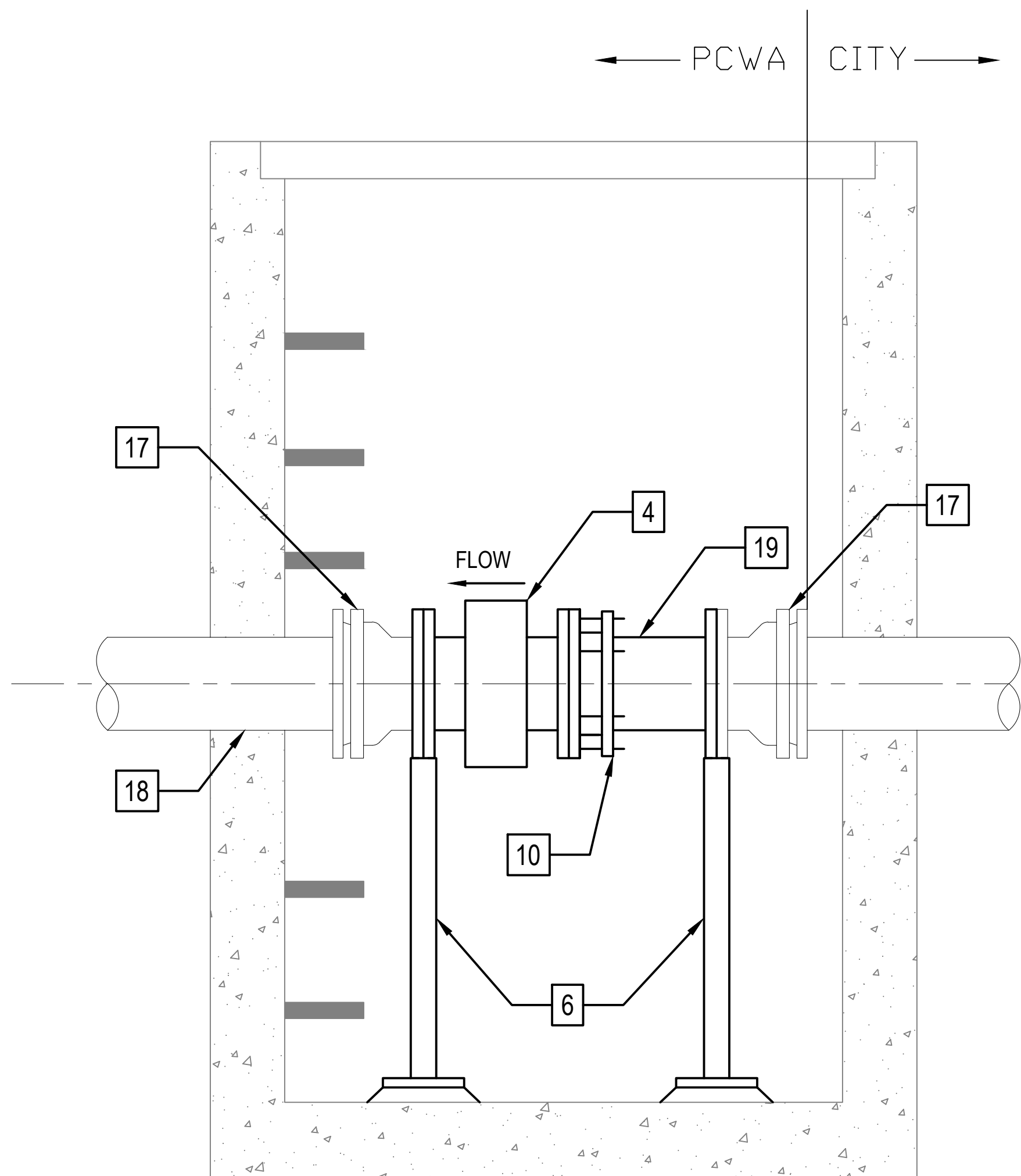
SI D

Sheet No. **101** Sheet **5 OF 17**



PRV VAULT

SCALE: 1" = 1'-0"



MAGNETIC FLOW METER

SCALE: 1" = 1'-0"

GENERAL NOTES

- EXISTING EQUIPMENT BACKGROUND, LAYOUT, SECTIONS AND ELEVATIONS ARE BASED ON SITE OBSERVATIONS AND DRAWINGS PROVIDED BY THE CITY OF ROSEVILLE / PLACER COUNTY WATER AGENCY: IMPROVEMENT PLANS FOR PRICE CLUB OFF-SITE IMPROVEMENTS, PREPARED BY KIER & WRIGHT (1995).
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SHEET KEYNOTES

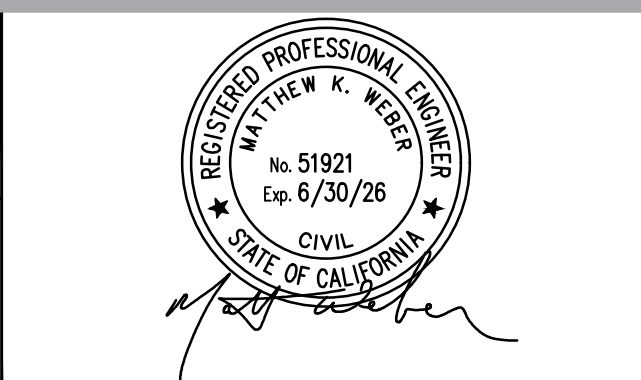
- (E) VAULT HATCH
- (E) PRESSURE GAUGE.
- (E) 2" BY-PASS NOT SHOWN FOR CLARITY. (SEE DWG M-101 FOR DETAIL)
- (N) 10" MAGNETIC FLOW METER
- (N) 1-1/2" CHECK VALVE
- (N) FLANGE PIPE SUPPORT PER DET. 1/M-502.
- (E) 10" WYE STRAINER
- (N) 1-1/2" BALL VALVE
- (N) SUMP PUMP
- (N) 10" FCA
- (E) HOSE BIBB
- (N) 10" PRV
- (E) LADDER
- (E) PRV VAULT
- (E) VENT PIPE
- (N) STRUT PIPE SUPPORT BY ANVIL OR EQUAL, EVERY 5', MATERIAL GALVANIZED STEEL
- (E) MJxFL ADAPTERS TO REMAIN
- (E) 10" DIP
- (N) 10" DIP SPOOL FLxPE
- (N) 1-1/2" SCH 80 PVC ROUTE TO CURB
- (N) WALL PENETRATION PER PCWA STD. DET. S405 ON M-502

No.	Issue			Checked	Approved	Date
Author	O. MALKO	Drafting Check	L. DOWNS	Project Manager	M. WEBER	
Designer	L. DOWNS/ S. SALIH	Design Check	L. DOWNS	Project Director	G. WATANABE	



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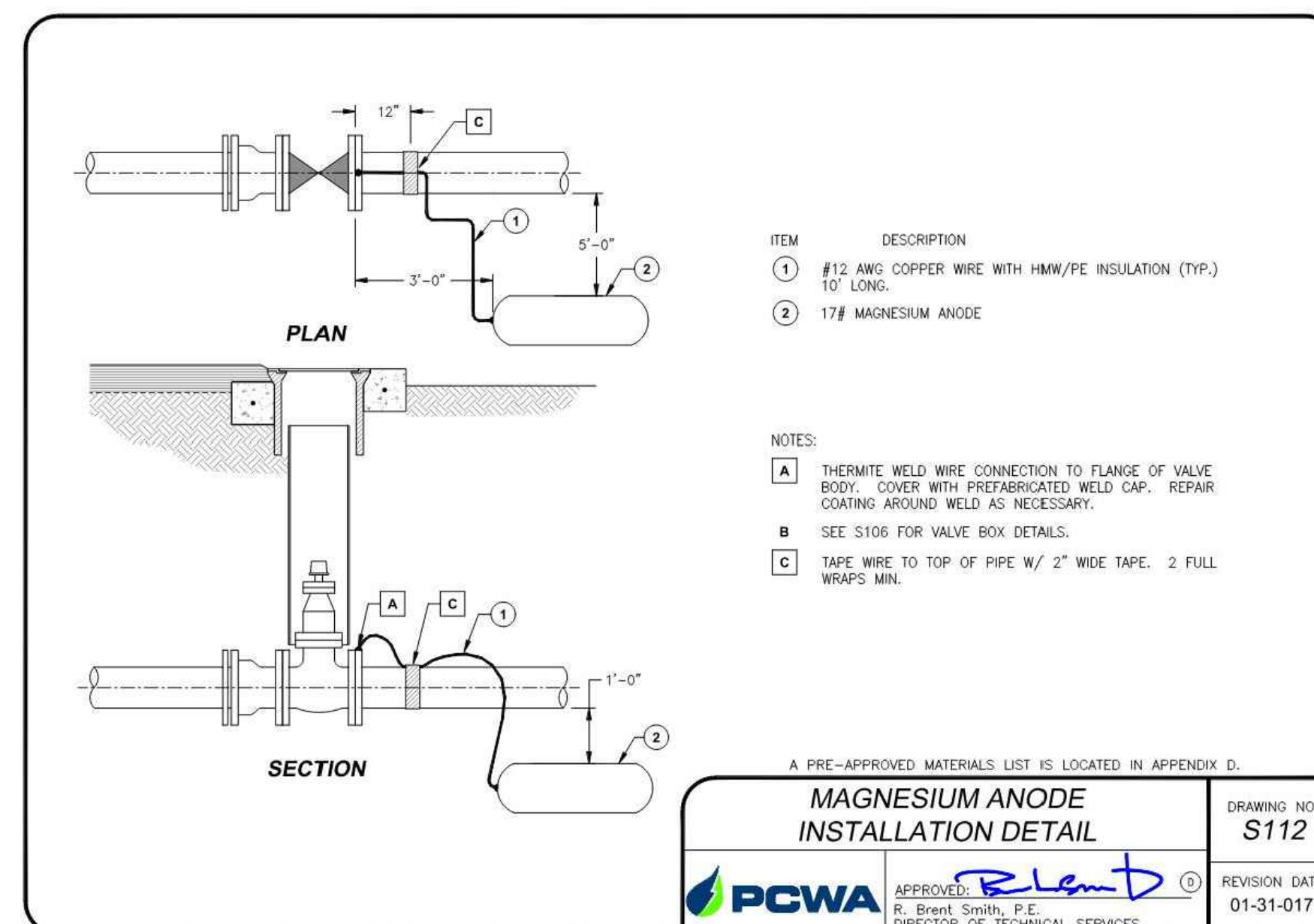
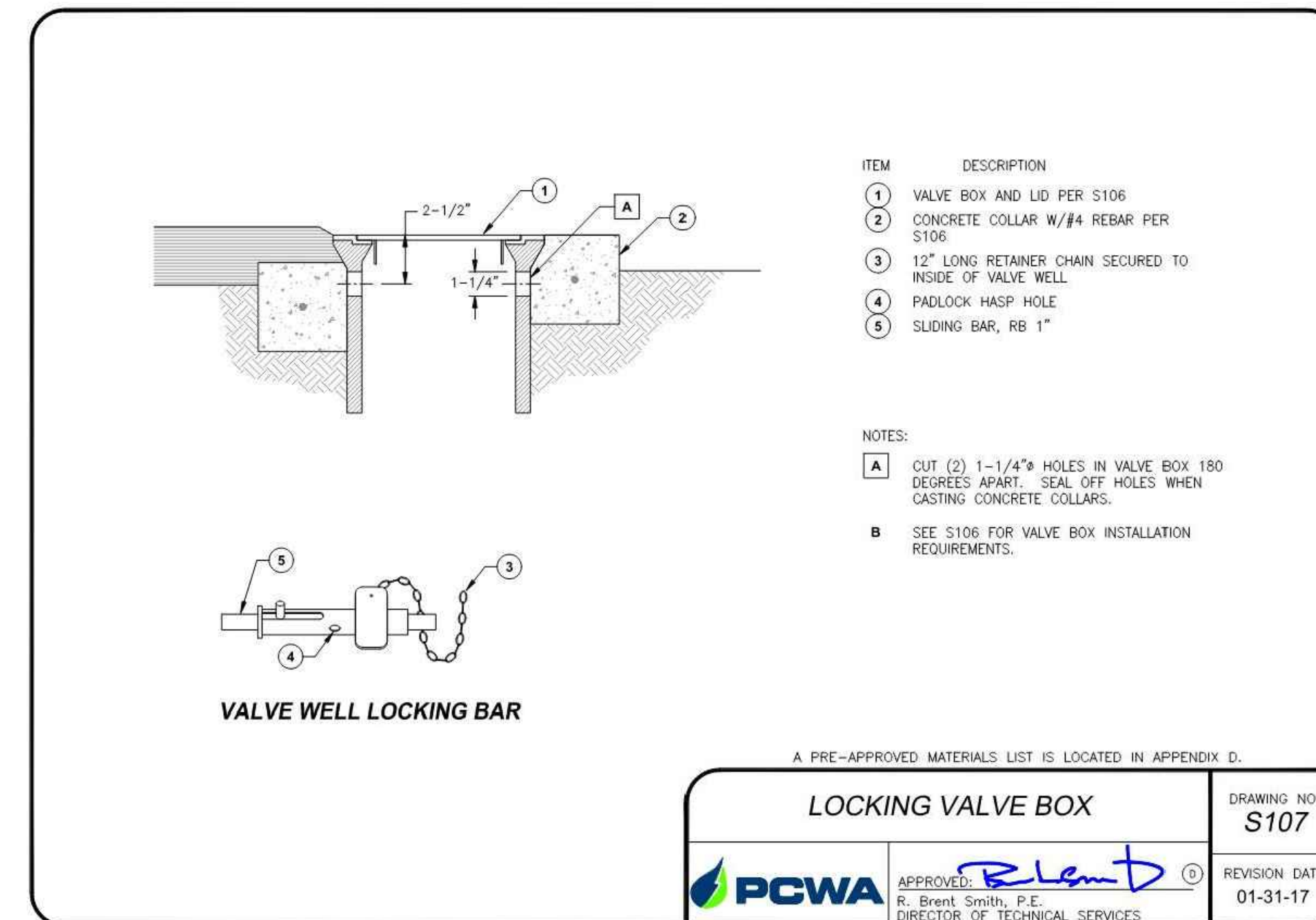


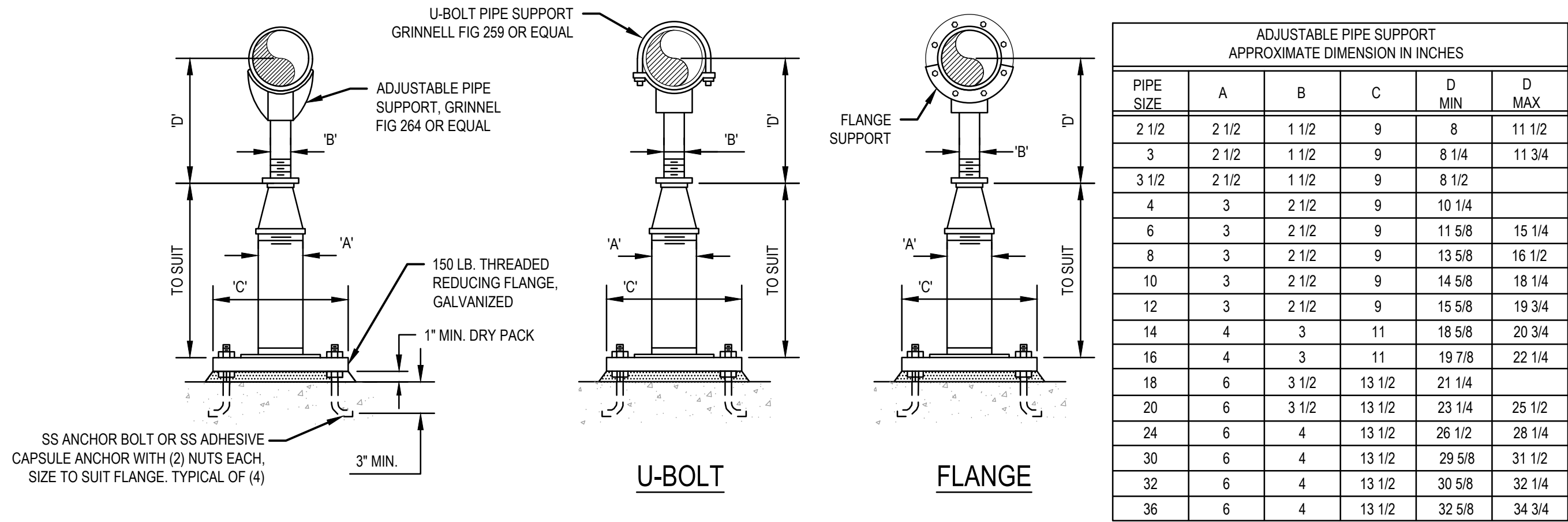
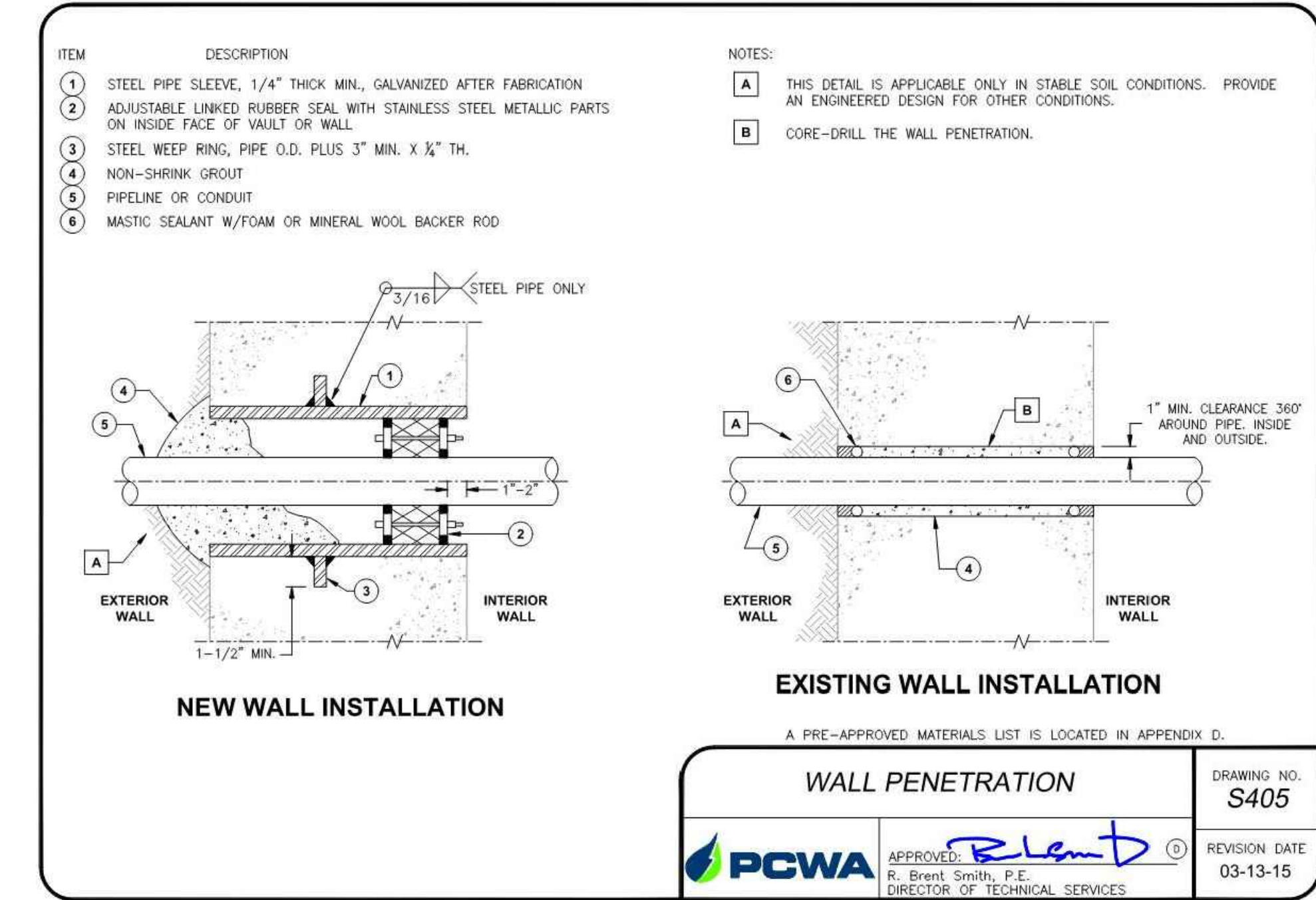
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Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT
Project No.	11231367
Date	JULY 2024
Scale	AS SHOWN

Title	PRV VAULT AND FLOW METER SECTIONS
Sheet No.	M-301
Size	ANSI D
6 OF 17	



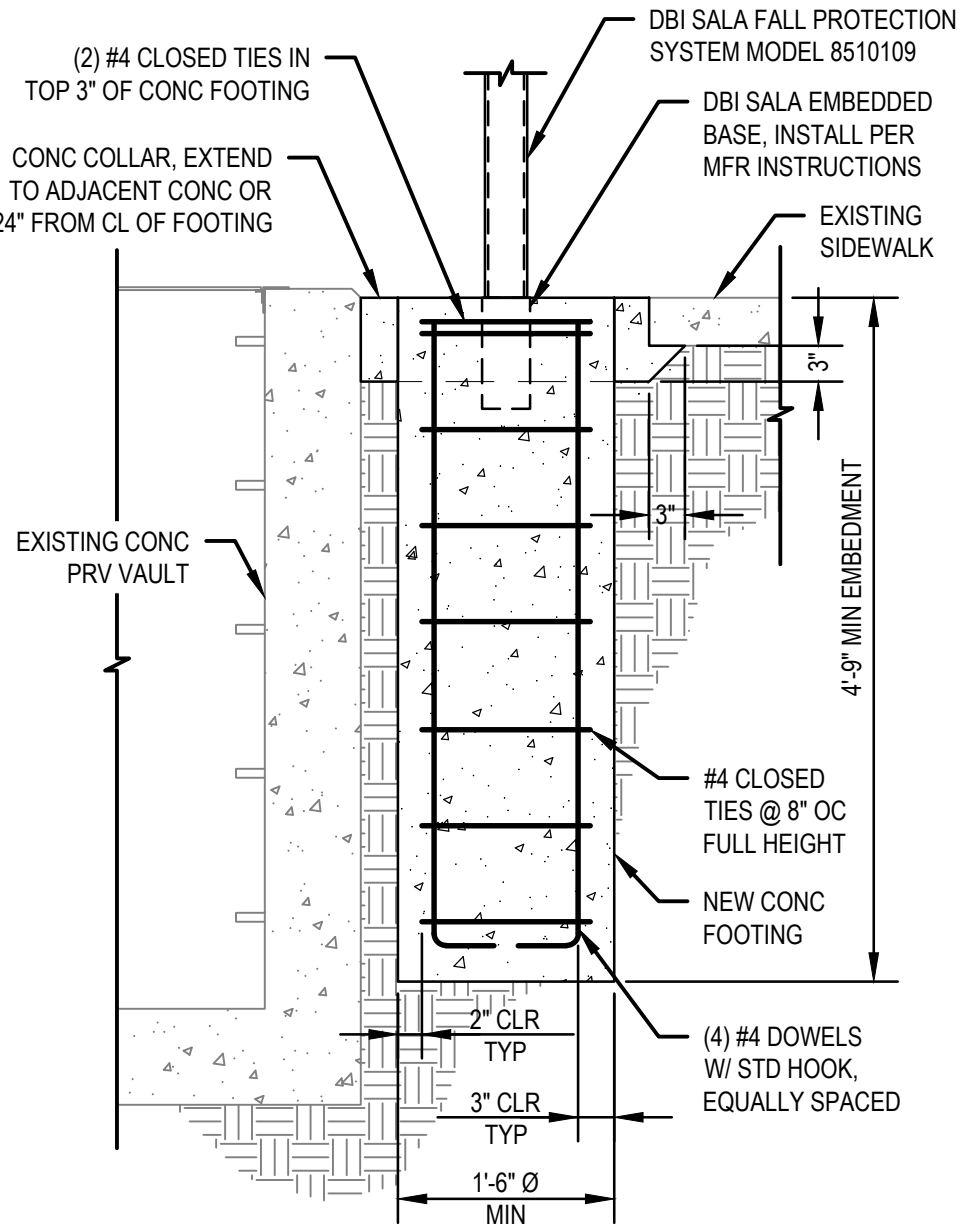
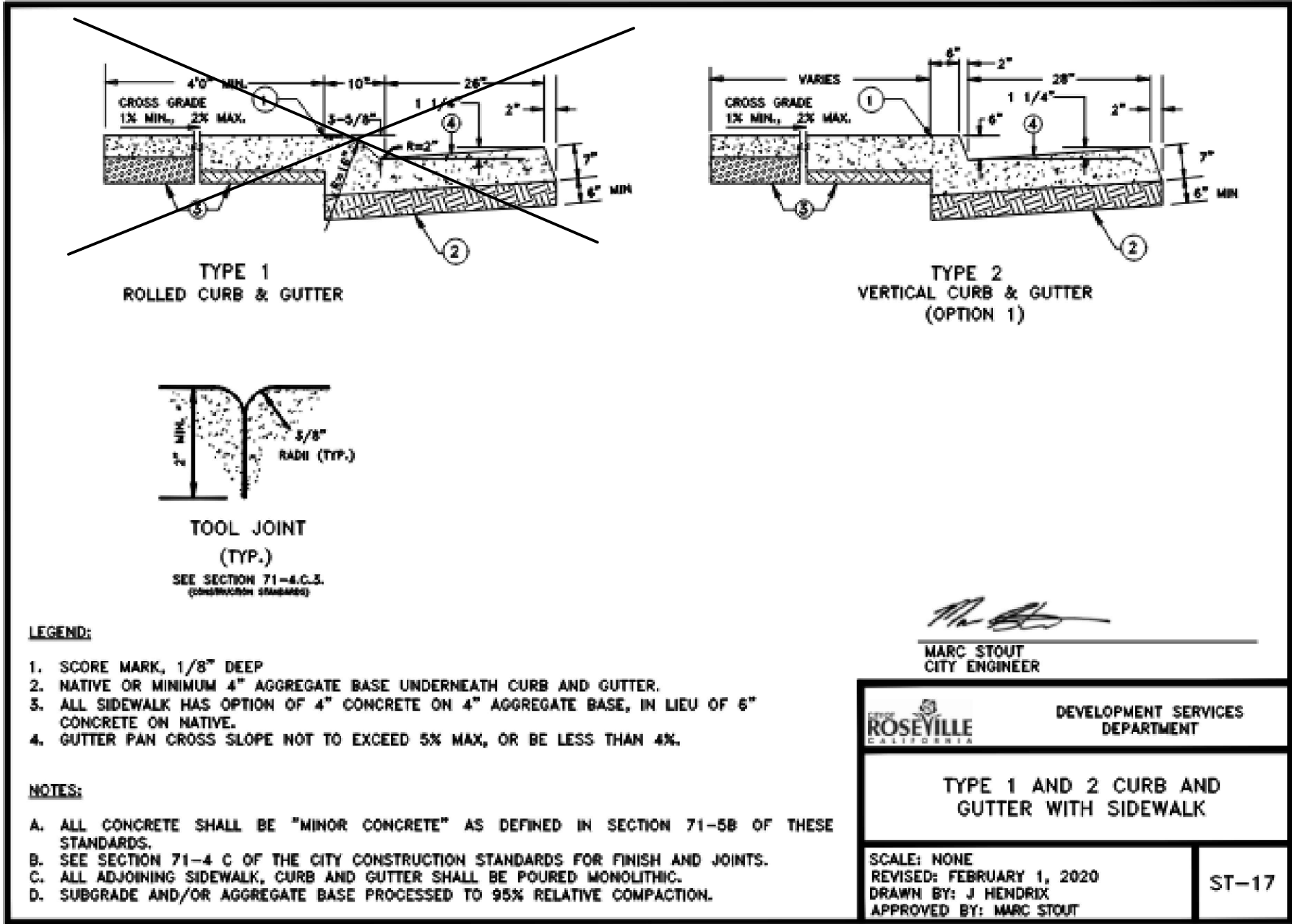
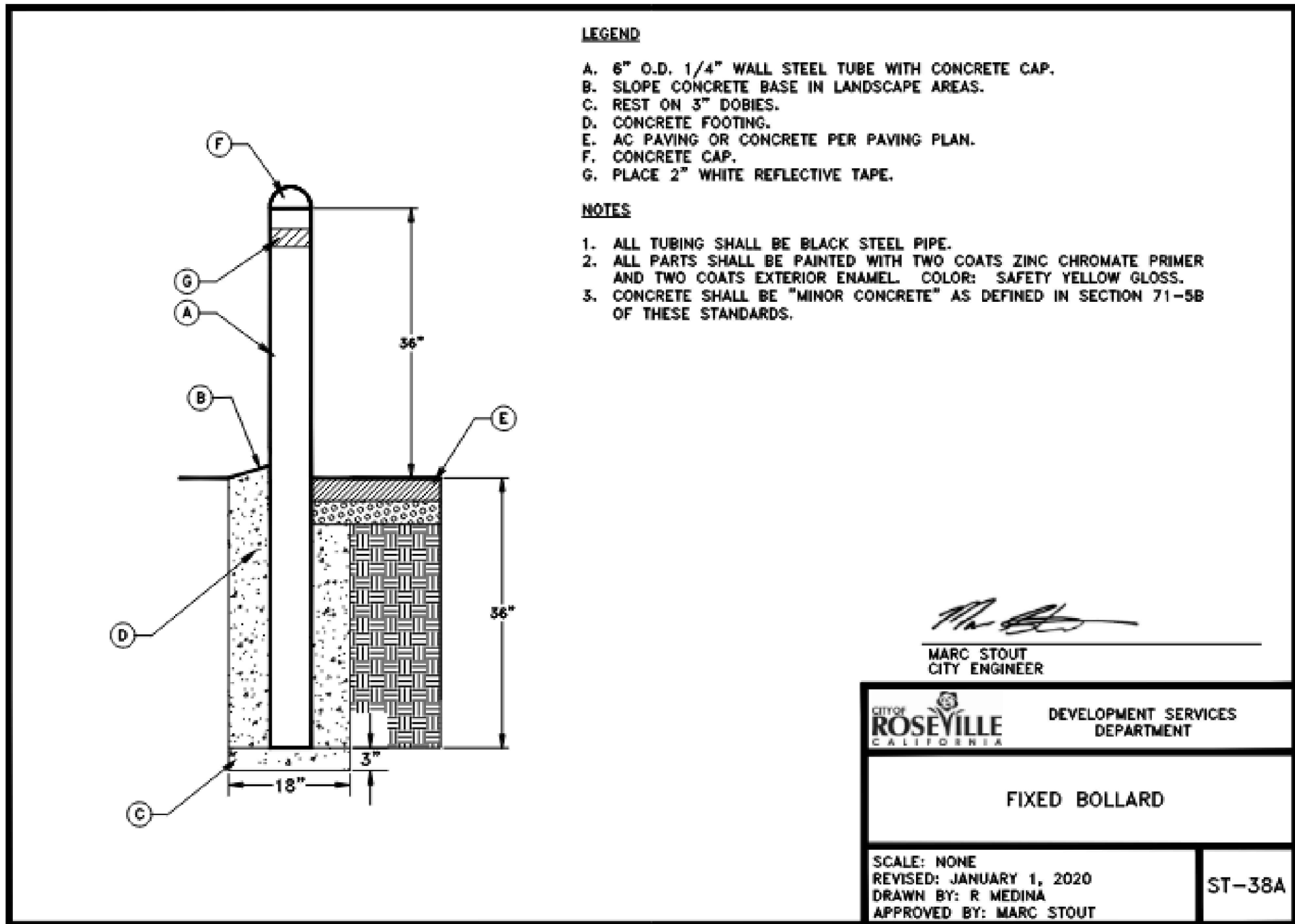


NOTES:

- UNDER VALVES, METERS, OR OTHER SPECIAL APPURTENANCES A FABRICATED SUPPORT PIECE MAY BE UTILIZED AS ACCEPTABLE TO ENGINEER.
- WHERE SHOWN UNDER PIPE OR VALVE FLANGE, PROVIDE FLANGE CRADLE SUPPORT BY MATERIAL RESOURCES OR ENGINEER APPROVED EQUAL.
- HOT DIP GALVANIZE AFTER FABRICATION AND TOUCH-UP WITH COLD GALVANIZING COMPOUND AFTER INSTALLATION.
- PROVIDE STAINLESS STEEL UNITS AS INDICATED BY NOTE ON SPECIFIC DRAWING.
- SIZE OF SUPPORT COMPONENTS AND THEIR CONNECTIONS SHOWN FOR PIPE, DUCT, HVAC, AND EQUIPMENT ANCHORAGE SYSTEM ARE MINIMUM REQUIREMENTS (INCLUDING ANCHOR BOLT SIZE, SPACING, AND EMBEDMENT LENGTH). CONTRACTOR SHALL DESIGN ALL SUPPORT COMPONENTS AND THEIR CONNECTIONS PER SPECIFICATIONS AND INCREASE SIZES AS REQUIRED BY DESIGN CALCULATIONS.
- WHEN PIPE SUPPORTS ARE NOT PLASTIC COATED, SHIELDED OR LINED, ALL PVC, COPPER, AND STAINLESS STEEL PIPING SHALL BE WRAPPED AT SUPPORT POINTS WITH 70 MILS TEFLON OR PVC TAPE.

1 PIPE SUPPORT

SCALE: NTS



No.	Issue			Checked	Approved	Date
Author	O. MALKO		Drafting Check	L. DOWNS	Project Manager	M. WEBER
Designer	L. DOWNS / S. SALIH		Design Check	L. DOWNS	Project Director	G. WATANABE



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Client CITY OF ROSEVILLE

Project FIVE STAR INTERTIE IMPROVEMENT PROJECT

Project No. 11231367

Date JULY 2024

Scale AS SHOWN

Title MECHANICAL DETAILS - 2

Size ANSI D

Sheet No. M-502

Sheet 8 OF 17

ABBREVIATIONS		ELECTRICAL SYMBOLS LEGEND		GENERAL ELECTRICAL NOTES	
(D) (E) (F) (N)	DEMOLISH EXISTING FUTURE NEW				
A AC AF AFF AFG AHU AIC ANN ATS AWG	AMPERES ALTERNATING CURRENT AMP FRAME ABOVE FINISHED FLOOR ABOVE FINISHED GRADE AIR HANDLING UNIT AMPS INTERRUPTING CAPACITY ANNUNCIATOR AUTOMATIC TRANSFER SWITCH AMERICAN WIRE GAUGE				
BAT BFG	BATTERY BELOW FINISH GRADE				
CATV C CB CCTV CO CPT CT CU	CABLE TELEVISION CONDUIT CIRCUIT BREAKER CLOSED CIRCUIT TELEVISION CONDUIT ONLY CONTROL POWER TRANSFORMER CURRENT TRANSFORMER COPPER				
DC	DIRECT CURRENT				
EF EGU EM EMT ENT EP	EXHAUST FAN ENGINE GENERATOR UNIT EMERGENCY ELECTRICAL METALLIC TUBING ELECTRICAL NON-METALLIC TUBING EXPLOSION PROOF				
FA FACP FC FU	FIRE ALARM FIRE ALARM CONTROL PANEL FOOT CANDLE FUSE				
GND GFCI GFI GFR	GROUND GROUND FAULT CIRCUIT INTERRUPTER GROUND FAULT INTERRUPTER GROUND FAULT RELAY				
HID HOA HP HPS HVAC	HIGH INTENSITY DISCHARGE "HAND-OFF-AUTO" SWITCH HORSEPOWER HIGH PRESSURE SODIUM HEATING, VENTILATION & AIR-CONDITIONING				
IG	ISOLATED GROUND				
JB	JUNCTION BOX				
KAIC KV KVA KW KWH	KILO-AMPS INTERRUPTING CAPACITY KILOVOLT KILOVOLT-AMP KILOWATT KILOWATT-HOUR				
LPS LV	LOW PRESSURE SODIUM LOW VOLTAGE				
MCB MCC MCP MFR MH MLO MV	MAIN CIRCUIT BREAKER MOTOR CONTROL CENTER MOTOR CIRCUIT PROTECTOR MANUFACTURER METAL HALIDE MAIN LUGS ONLY MEDIUM VOLTAGE				
NIC NL NTS	NOT IN CONTRACT NIGHT LIGHT NOT TO SCALE				
OC	ON CENTER				
PA PT PVC PB	PUBLIC ADDRESS POTENTIAL TRANSFORMER POLYVINYL CHLORIDE PULL BOX, ELECTRICAL				
RECPT RGS RVSS RTU	RECEPTACLE, OUTLET RIGID GALVANIZED STEEL (CONDUIT) REDUCED VOLTAGE SOFT START REMOTE TERMINAL UNIT				
TV TVSS	TELEVISION MONITOR (SET) TRANS. VOLT. SURGE SUPPRESSOR				
UF UG UON UPS	UNDER FLOOR UNDERGROUND UNLESS OTHERWISE NOTED UNINTERRUPTIBLE POWER SUPPLY				
V VA VFD	VOLT VOLT-AMP VARIABLE FREQUENCY DRIVE				
WP WPI	WEATHERPROOF WEATHERPROOF IN USE				
XFMR	TRANSFORMER				

POWER

 DUPLEX RECEPTACLE, 20A 125V 2P 3W, GROUNDING TYPE,
MOUNTING HEIGHT: +18" AFF UON
 DENOTES HEIGHT IN INCHES
AFF (INTERIOR) AFG (EXTERIOR)

 DUPLEX RECEPTACLE - SPLIT WIRED, SWITCHED

 DUPLEX RECEPTACLE - EMERGENCY POWER

 DUPLEX RECEPTACLE - CEILING MOUNTED

 FLOOR RECEPTACLE, 20A 125V 2P 3W, GROUNDING TYPE,
FLUSH TYPE UON

 DOUBLE DUPLEX RECEPTACLE, 20A 125V 2P 3W, GROUNDING TYPE,
MOUNTING HEIGHT: +18" AFF UON

 SINGLE RECEPTACLE, 20A 125V 2P 3W, GROUNDING TYPE,
MOUNTING HEIGHT: +18" AFF UON

 SPECIAL PURPOSE RECEPTACLE AS DESIGNATED
SEE "SPECIAL SYMBOLS" ON EACH SHEET

 DUAL SERVICE RECESSED FLOOR BOX WITH DUPLEX AND DATA RECEPTACLES

 JUNCTION BOX, CODE SIZED UON

 FLOOR JUNCTION BOX

 DISCONNECT SWITCH - FUSED WHERE APPLICABLE

 MOTOR STARTER, COMBINATION WITH DISCONNECT SWITCH

 MOTOR STARTER OR CONTROLLER

 MOTOR CONNECTION

 CEILING EXHAUST FAN

 WATER HEATER

 POWER POLE: P=POWER, T=TELEPHONE, D=DATA, C=COMBINATION

 TEST PORT

 GROUND ROD

 GUY WIRE AND ANCHOR

 THERMOSTAT (SEE MECHANICAL DRAWINGS)
COORDINATE MOUNTING HEIGHT

 BYPASS TIMER OR TIME SWITCH

 PUSHBUTTON

 LIGHTING CONTACTOR

COMMUNICATION

 CCTV CAMERA, CEILING MOUNT

 INTERCOM CALL IN SWITCH - MOUNTING HEIGHT: +44" AFF, UON

 TELEPHONE OUTLET FOR WALL MOUNTED TELEPHONE
MOUNTING HEIGHT: +44" AFF UON

 DATA OUTLET - MOUNTING HEIGHT: +18" AFF UON

 DENOTES # OF TELEPHONE JACKS

 TELEPHONE/DATA OUTLET, FLUSH TYPE UON
MOUNTING HEIGHT: +18" AFF UON

 DENOTES # OF DATA JACKS

 SURFACE RACEWAY WITH POWER AND TELEPHONE/DATA RECEPTACLES AS INDICATED

EQUIPMENT

 MAIN SWITCHBOARD

 DISTRIBUTION PANEL BOARD

 COMBINATION METER/MAIN SERVICE PANEL

 BRANCH CIRCUIT PANEL BOARD, SURFACE OR FLUSH MOUNTED

 LIGHTING CONTROL PANEL

 SIGNAL TERMINAL CABINET OR CONTROL PANEL
SURFACE OR FLUSH MOUNTED

 SIGNAL TERMINAL BACKBOARD

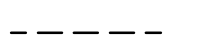
 CONCRETE UNDERGROUND HAND HOLE
(NUMBER DENOTES CHRISTY SIZE)

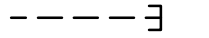
 FIELD EQUIPMENT

CONDUIT

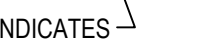
 CONDUIT INSTALLED ABOVE GRADE

 CONDUIT INSTALLED UNDERGROUND OR UNDER SLAB

 CONDUIT STUB-OUT WITH CAP

 FLEXIBLE CONDUIT WHIP TO LIGHT FIXTURE OR EQUIPMENT

 INDICATES CIRCUIT BREAKER I.D.

 CONDUIT HOME RUN TO DESIGNATED PANEL, TERMINAL, OR CONTROL CABINET
EXAMPLES:
 L1-4
 L1-6,8
 L1-10/12

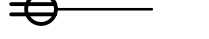
 COMMA INDICATES MULTIPLE SINGLE POLE CIRCUITS

 SLASH INDICATES MULTI-POLE CIRCUIT

 NOTE FOR CONDUIT: THE TIC MARKS INDICATE THE QUANTITY OF #12 AWG WIRES OR, IF INDICATED, THE QUANTITY OF OTHER SIZE WIRE OR CABLES.

 SEE THE SINGLE LINE DIAGRAM FOR FEEDER SIZES.
EXAMPLES:  = (3) #12  = (2) #10
 = (1) TYPE F1 CABLE. SEE CABLE SCHEDULE.

OBJECT LINES

 NEW OBJECTS
(HEAVY CONTINUOUS LINES, UNDERGROUND CONDUIT
HEAVY DASHED LINES)

 EXISTING OBJECTS TO REMAIN. MAY INCLUDE NEW CIRCUITING ETC.
(FINE CONTINUOUS LINES, UNDERGROUND CONDUIT
FINE DASHED LINES)

 EXISTING OBJECTS TO BE DEMOLISHED
(EXTRA FINE DASHED LINES, SCREENED)

ANNOTATION

 KEYNOTE

 RACEWAY, FEEDER OR CIRCUIT DESIGNATION (SEE SCHEDULE)

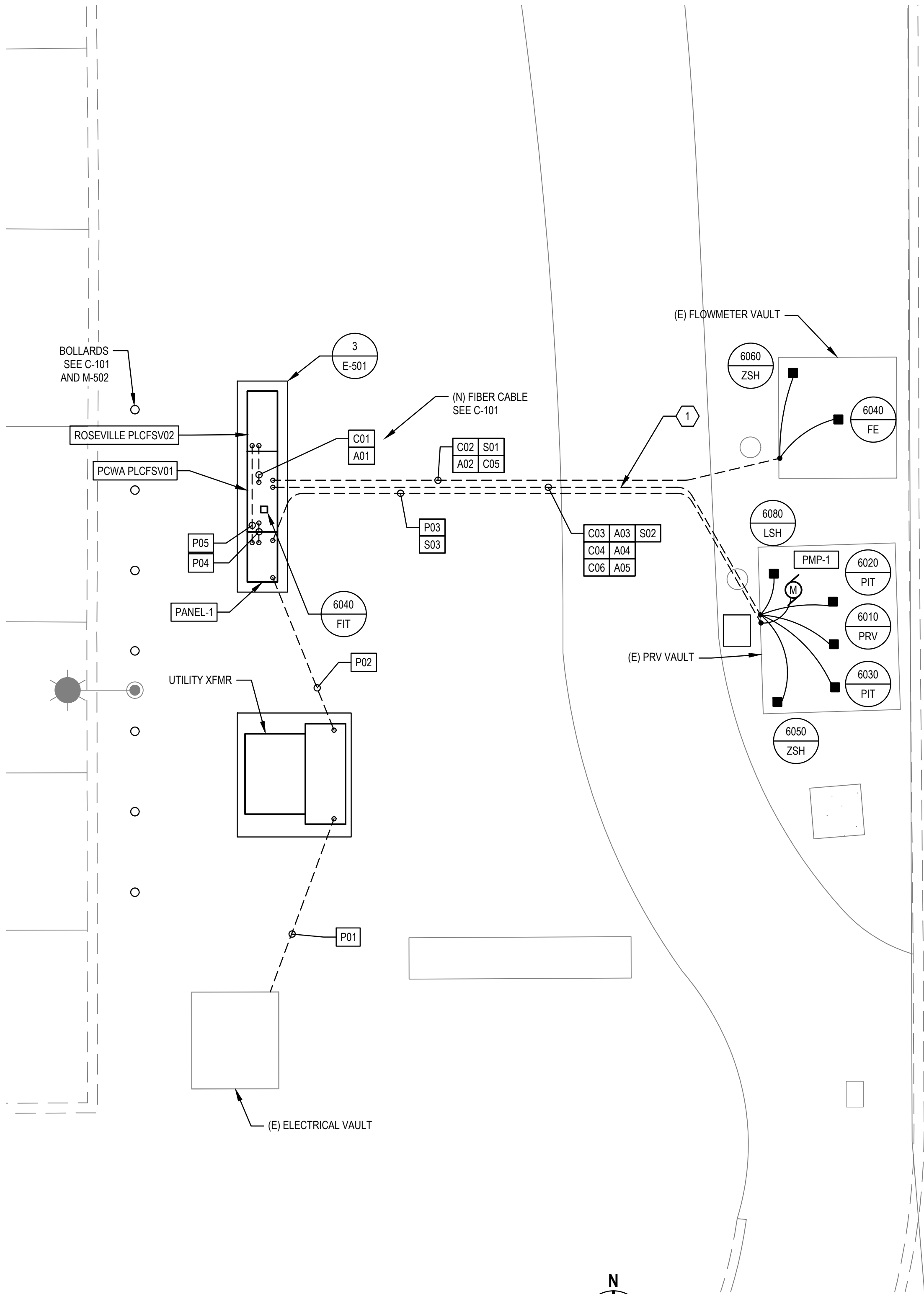
 LIGHTING FIXTURE TYPE DESIGNATION
(SEE SCHEDULE)

 MECHANICAL EQUIPMENT DESIGNATION
(SEE SCHEDULE)

 DETAIL INDICATOR

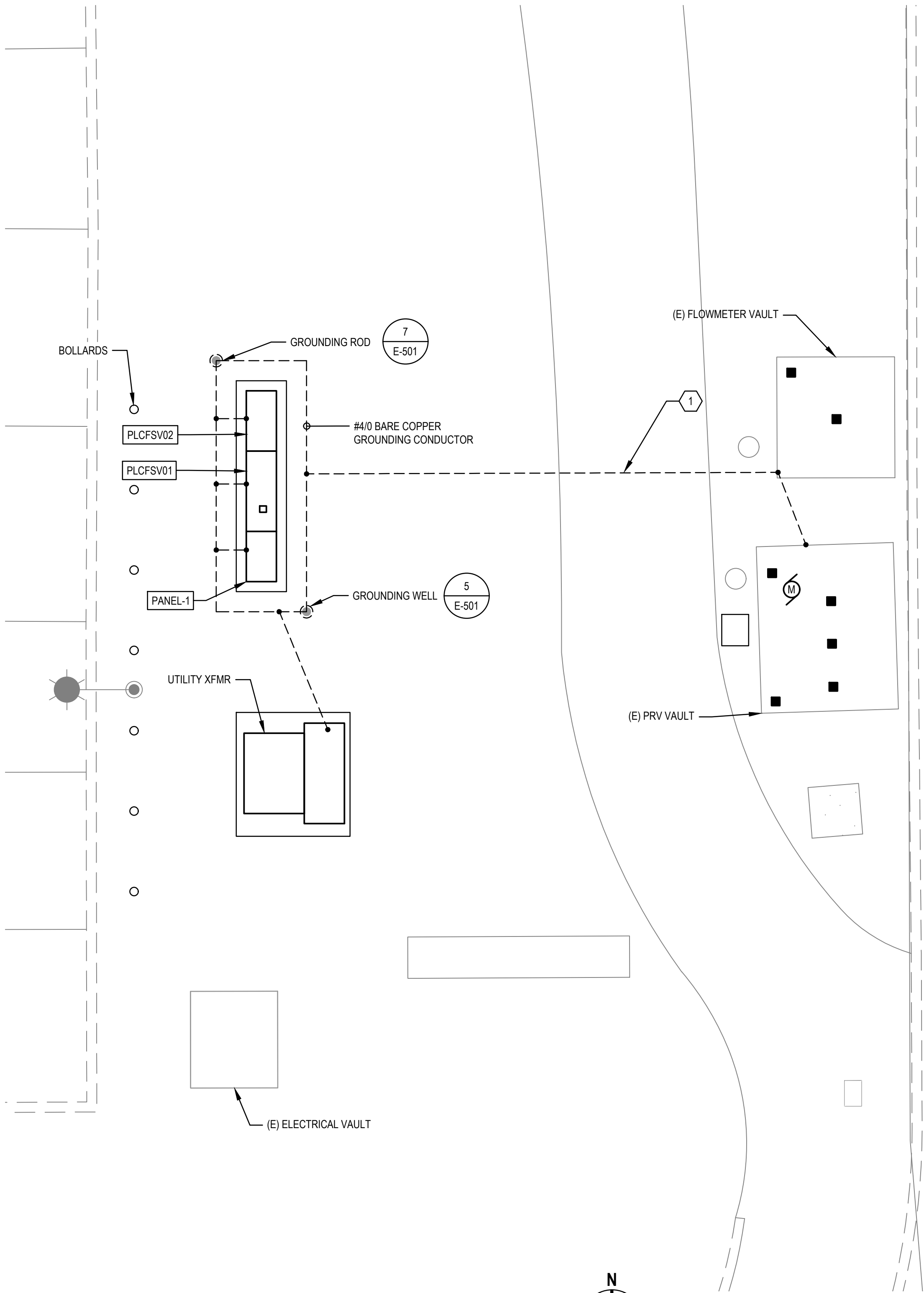
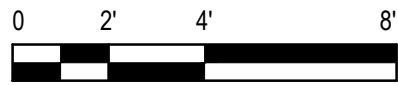
 SECTION INDICATOR

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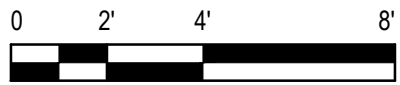
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SHEET KEYNOTES

- RESTORE SIDEWALK IF DAMAGED PER CITY STANDARD DETAIL ST-17, TYPE 2. MATCH EXISTING WIDTH AND THICKNESS.

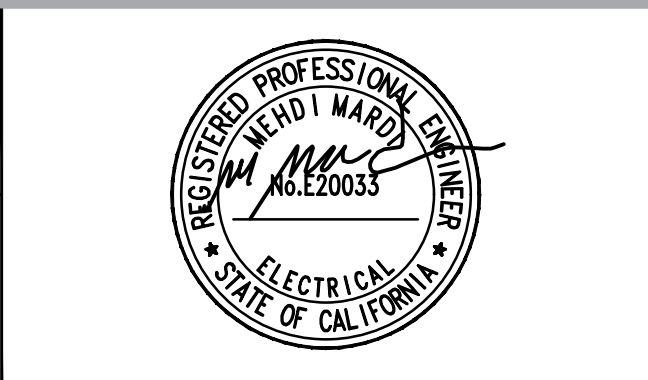
No.	Issue	Checked	Approved	Date
Author	T. MASUI	Drafting Check	M. MARDI	Project Manager
Designer	T. MASUI	Design Check	M. MARDI	Project Director
			G. WATANABE	

CITY OF ROSEVILLE
CALIFORNIA

PCWA
PLACER COUNTY WATER AGENCY
P.O. BOX 6070 ROSEVILLE, CALIFORNIA 95678

Bar is one inch on original size sheet
0 1"

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943 Reserve Drive
Roseville California 95678 USA
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Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT
Project No.	11231367
Date	JULY 2024
Scale	AS SHOWN

Title

ELECTRICAL SITE PLAN AND GROUNDING PLAN

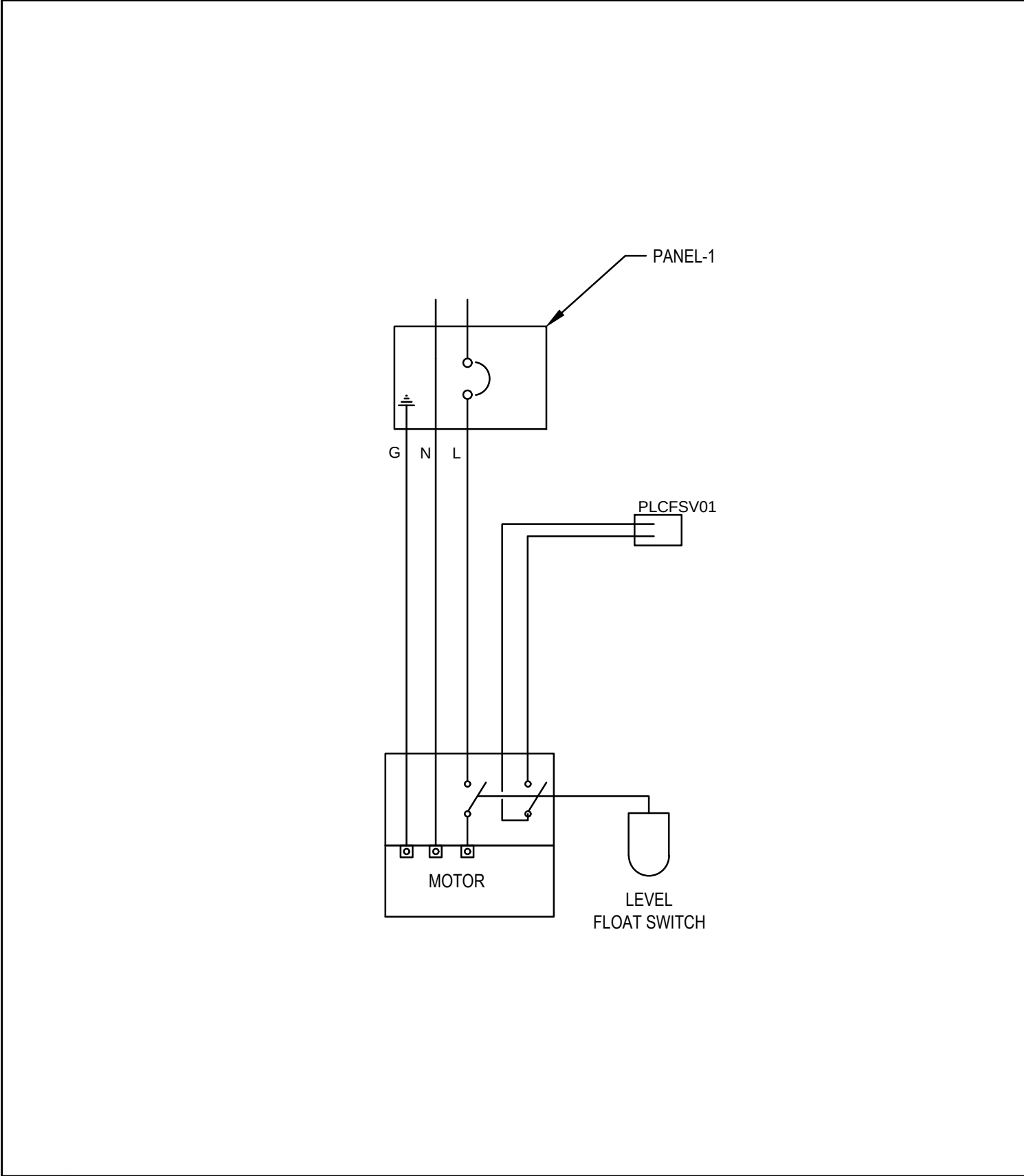
Size

ANSI D

Sheet

E-101

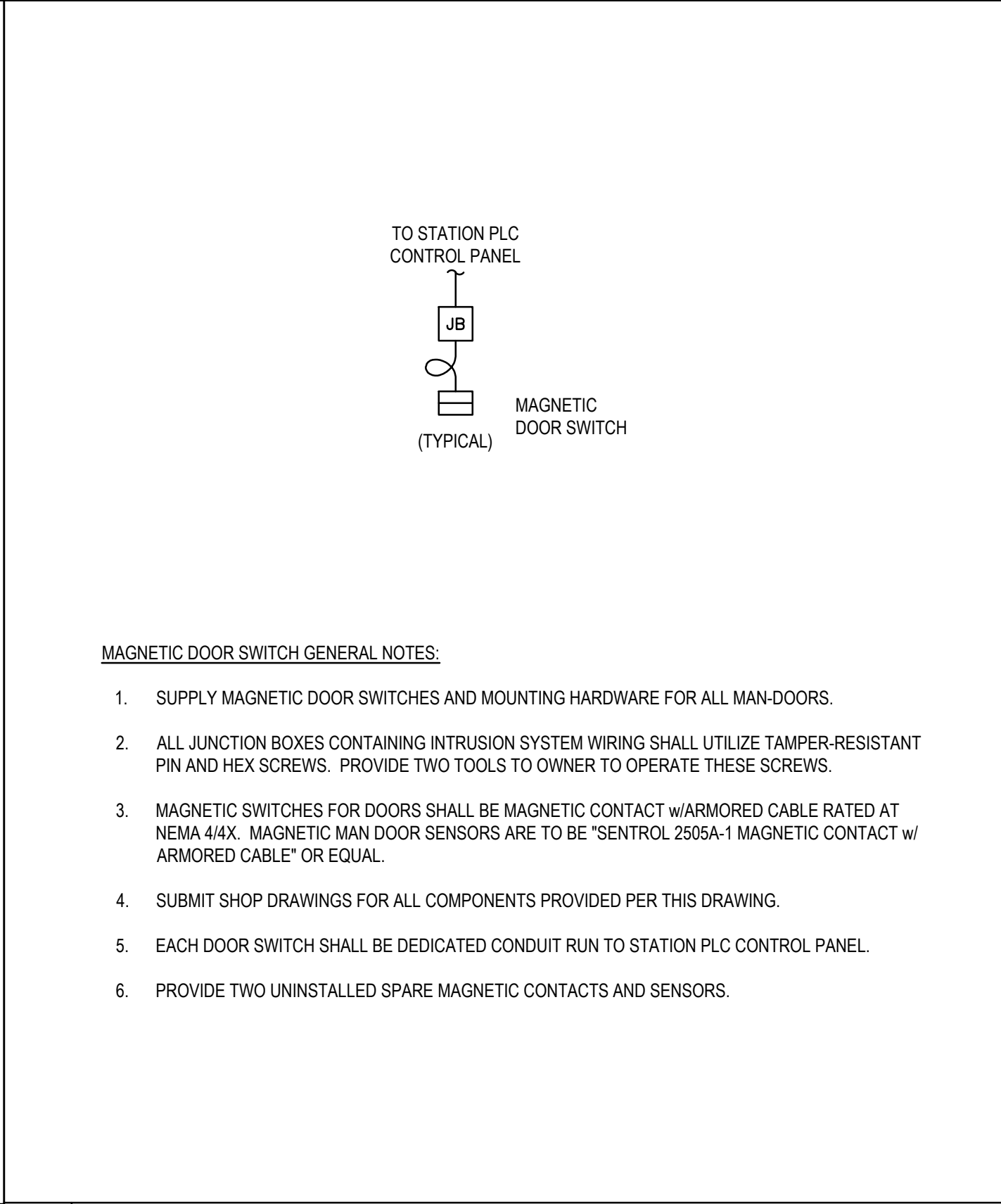
10 OF 17



1

SUMP PUMP WIRING DIAGRAM

NOT TO SCALE



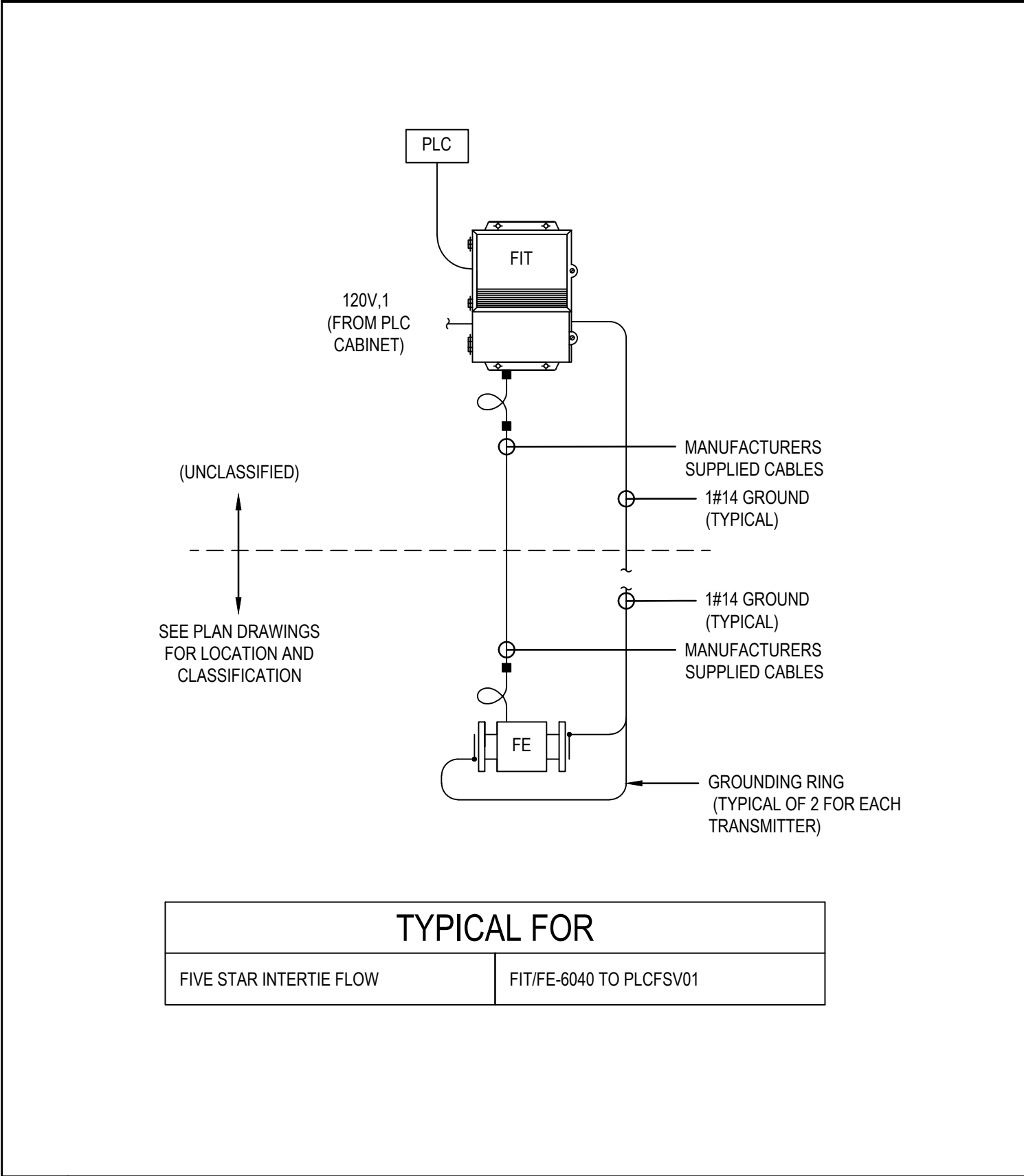
MAGNETIC DOOR SWITCH GENERAL NOTES:

- SUPPLY MAGNETIC DOOR SWITCHES AND MOUNTING HARDWARE FOR ALL MAN-DOORS.
- ALL JUNCTION BOXES CONTAINING INTRUSION SYSTEM WIRING SHALL UTILIZE TAMPER-RESISTANT PIN AND HEX SCREWS. PROVIDE TWO TOOLS TO OWNER TO OPERATE THESE SCREWS.
- MAGNETIC SWITCHES FOR DOORS SHALL BE MAGNETIC CONTACT w/ARMORED CABLE RATED AT NEMA 4/4X. MAGNETIC MAN DOOR SENSORS ARE TO BE "SENTROL 2505A-1 MAGNETIC CONTACT w/ ARMORED CABLE" OR EQUAL.
- SUBMIT SHOP DRAWINGS FOR ALL COMPONENTS PROVIDED PER THIS DRAWING.
- EACH DOOR SWITCH SHALL BE DEDICATED CONDUIT RUN TO STATION PLC CONTROL PANEL.
- PROVIDE TWO UNINSTALLED SPARE MAGNETIC CONTACTS AND SENSORS.

2

MAGNETIC DOOR SWITCH

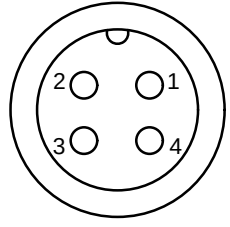
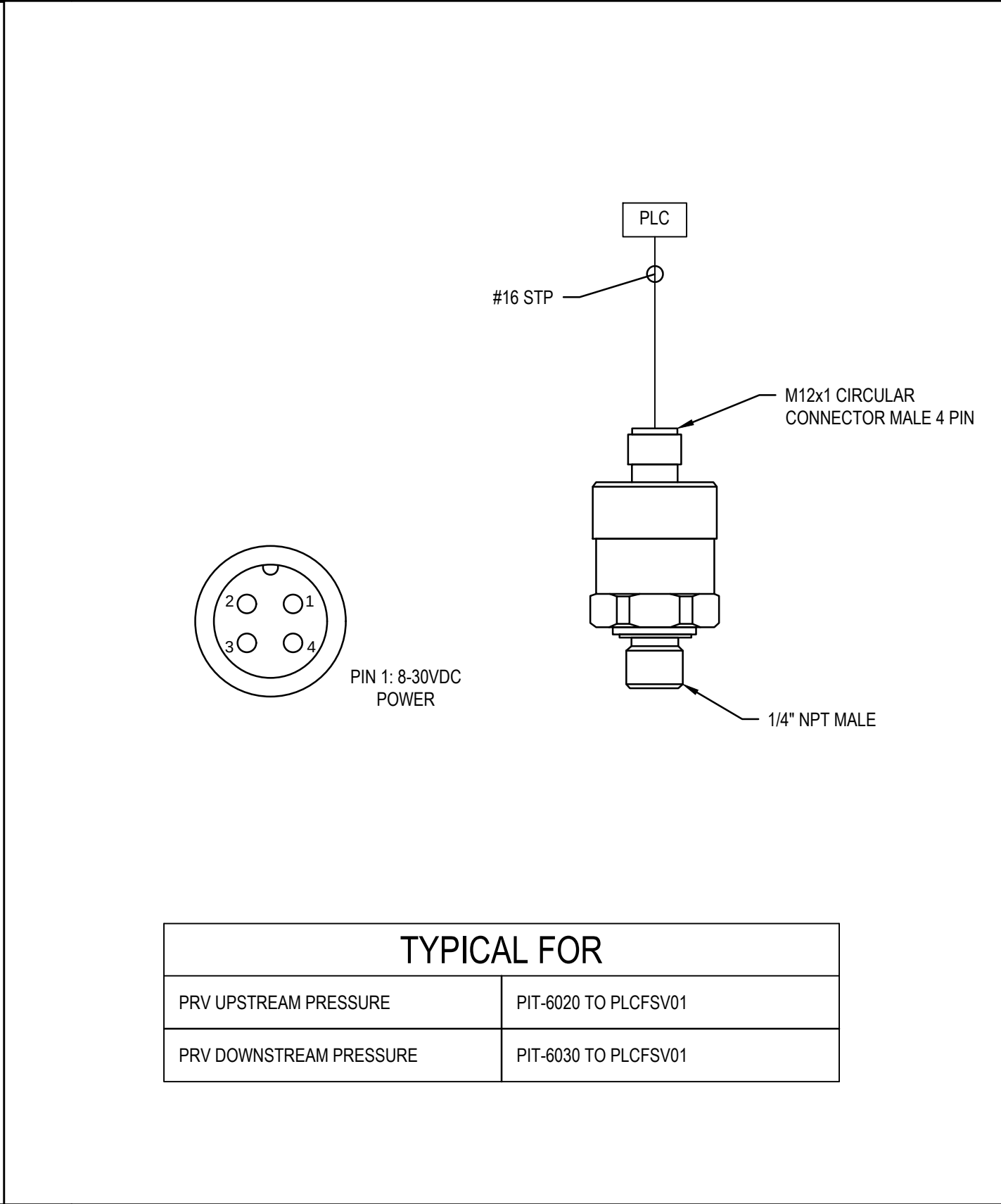
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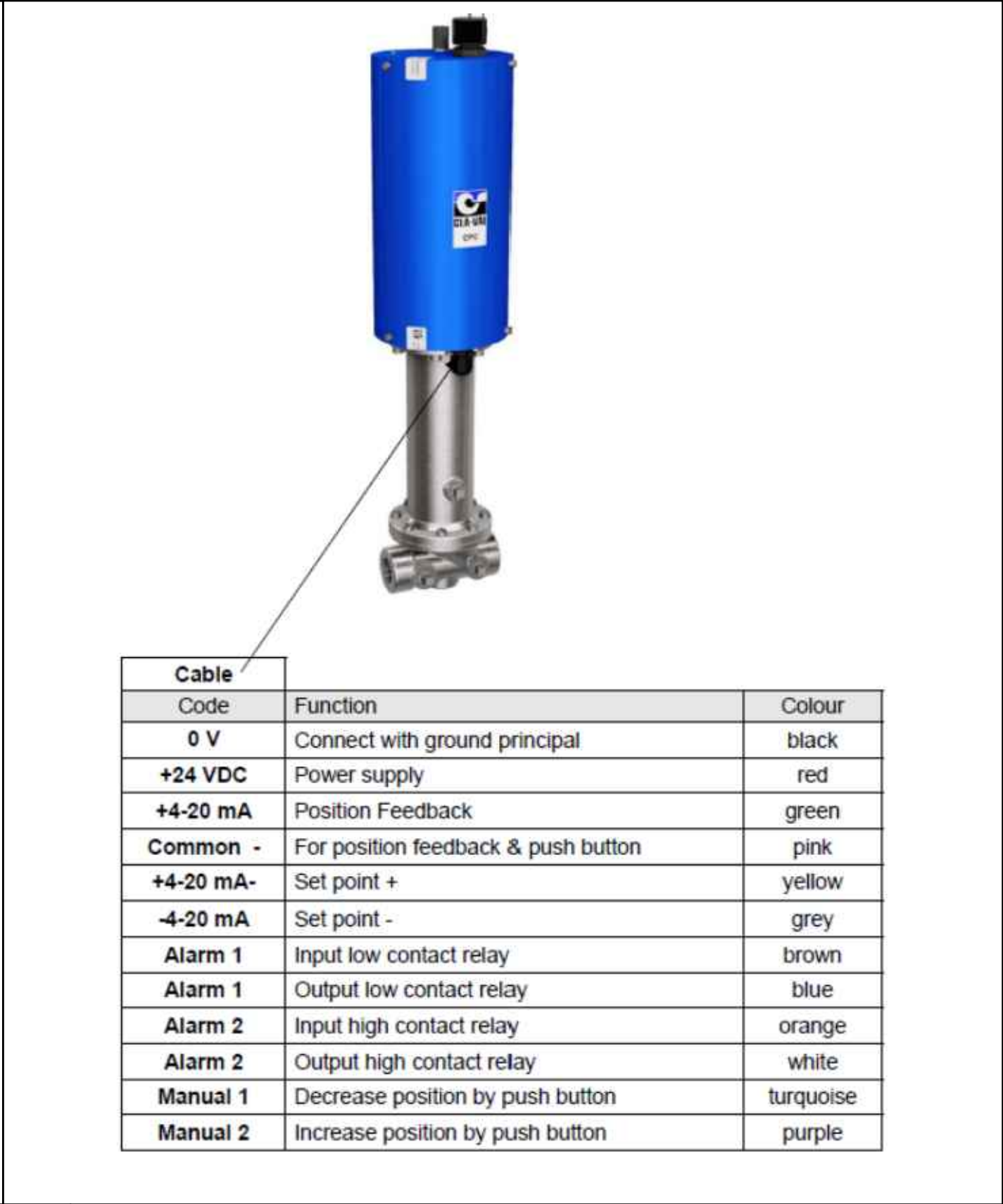
(UNCLASSIFIED)

SEE PLAN DRAWINGS
FOR LOCATION AND
CLASSIFICATION

TYPICAL FOR	
FIVE STAR INTERTIE FLOW	FIT/FE-6040 TO PLCFSV01



TYPICAL FOR	
PRV UPSTREAM PRESSURE	PIT-6020 TO PLCFSV01
PRV DOWNSTREAM PRESSURE	PIT-6030 TO PLCFSV01



Cable		
Code	Function	Colour
0 V	Connect with ground principal	black
+24 VDC	Power supply	red
+4-20 mA	Position Feedback	green
Common -	For position feedback & push button	pink
+4-20 mA+	Set point +	yellow
-4-20 mA	Set point -	grey
Alarm 1	Input low contact relay	brown
Alarm 1	Output low contact relay	blue
Alarm 2	Input high contact relay	orange
Alarm 2	Output high contact relay	white
Manual 1	Decrease position by push button	turquoise
Manual 2	Increase position by push button	purple

3

MAGNETIC FLOW METER WIRING DETAIL

NOT TO SCALE

4

GAGE PRESSURE TRANSMITTER WIRING DETAIL

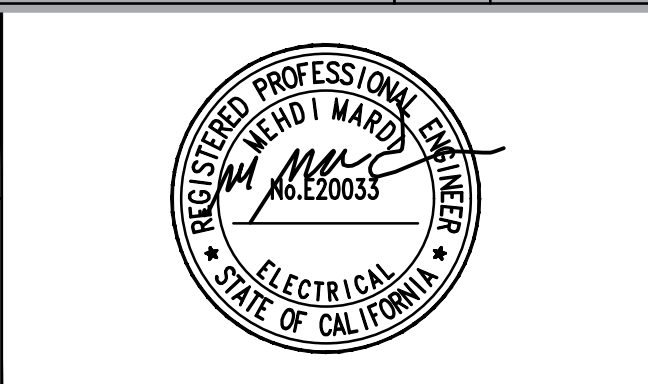
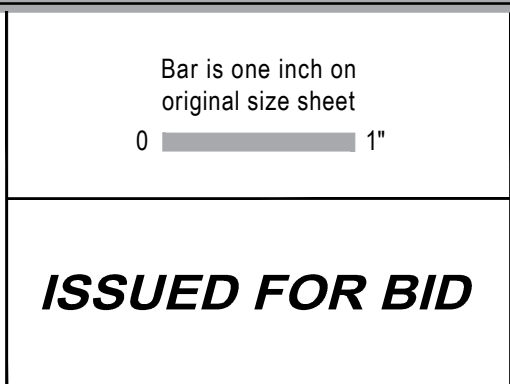
NOT TO SCALE

5

CRD-34 CABLE CODE

NOT TO SCALE

No.	Issue		Checked	Approved	Date
Author	T. MASUI	Drafting Check	M. MARDI	Project Manager	M. WEBER
Designer	T. MASUI	Design Check	M. MARDI	Project Director	G. WATANABE

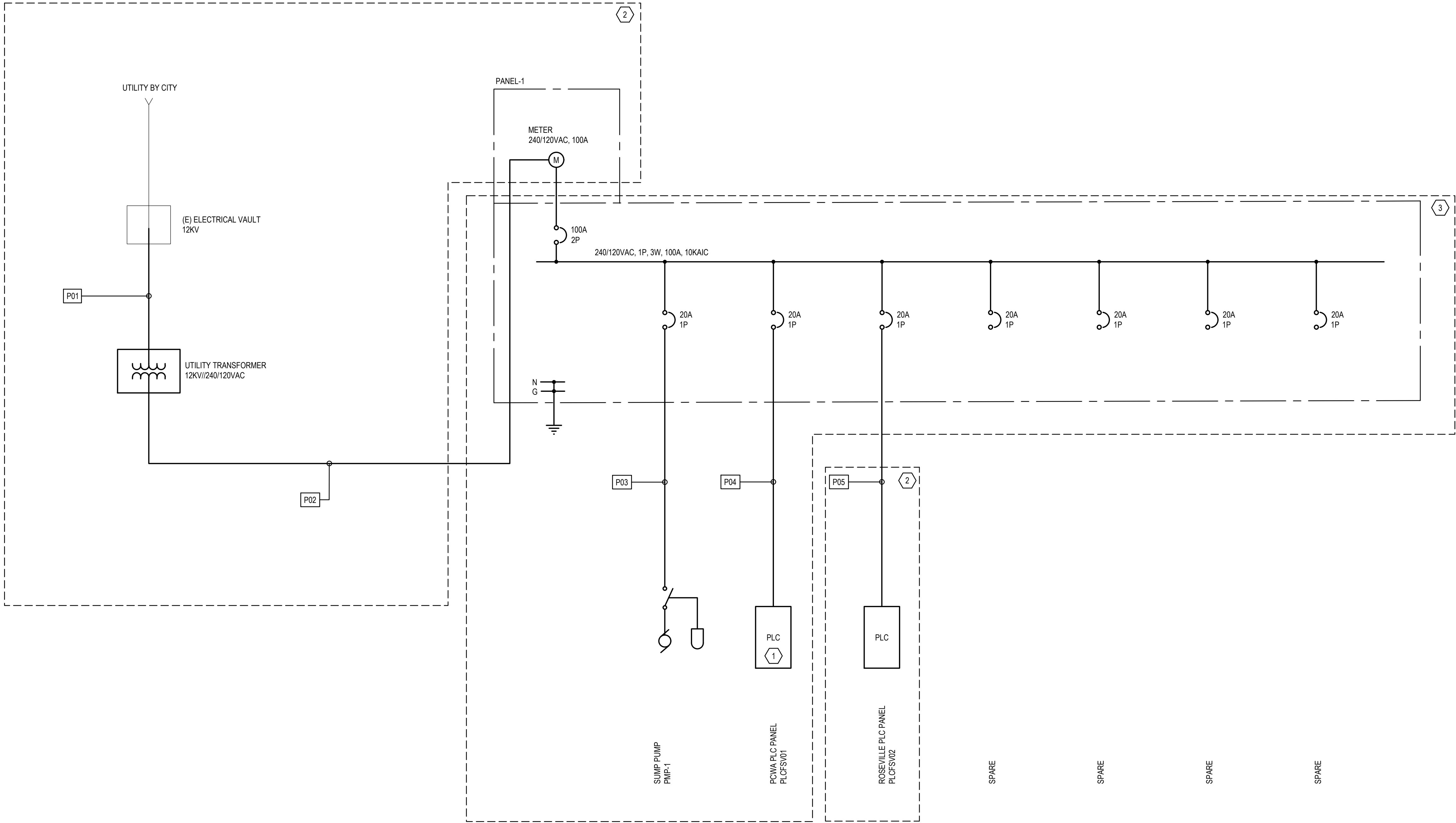


Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT
Project No.	11231367
Date	JULY 2024
Scale	AS SHOWN

Title	ELECTRICAL DETAILS - 2
Sheet No.	E-502
Sheet	12 OF 17

SHEET KEYNOTES

1. PROVIDE 120VAC POWER TO FIT-6040 FROM PLCFSV01. FIT-6040 LOCATED INSIDE SAME ENCLOSURE.
2. OWNED BY CITY OF ROSEVILLE.
3. OWNED BY PCWA.



SINGLE LINE DIAGRAM

NO SCALE

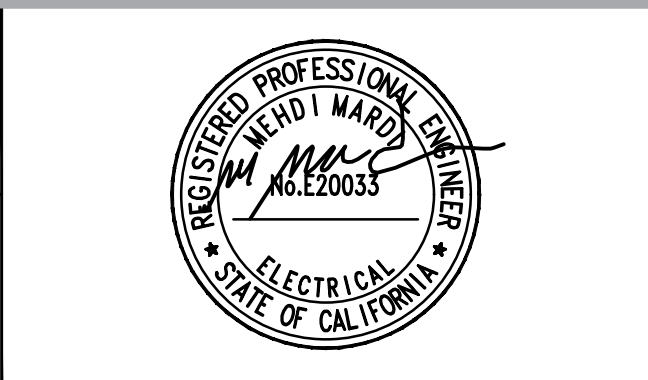
No.	Issue	Checked	Approved	Date
Author	T. MASUI	Drafting Check	M. MARDI	Project Manager
Designer	T. MASUI	Design Check	M. MARDI	Project Director
			G. WATANABE	

CITY OF
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P.O. BOX 8070 AMEN, CALIFORNIA 95602

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Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT
Project No.	11231367
Date	JULY 2024
Scale	AS SHOWN

Title	ELECTRICAL SINGLE LINE DIAGRAM
Sheet No.	E-601
Sheet	13 OF 17

Size
ANSI D

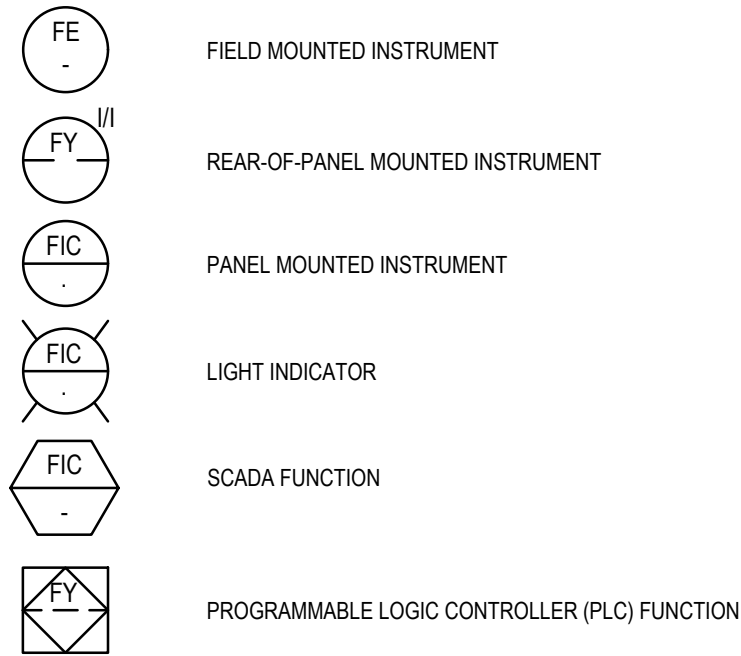
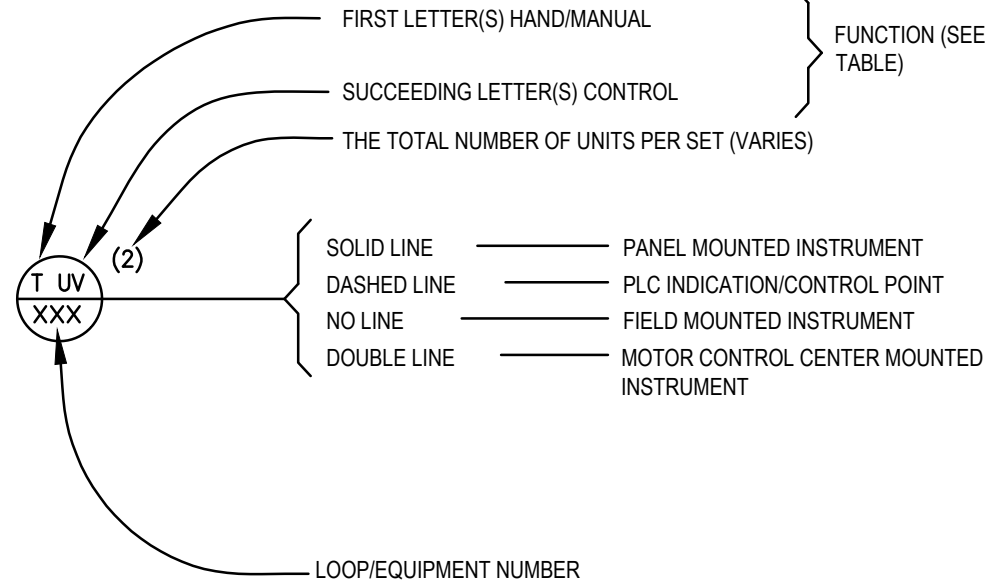
CONDUIT AND CABLE SCHEDULE							
CONDUIT		CONDUCTOR		LOCATION		OWNER	REMARKS
				FROM	TO		
CONDUIT TAG	QTY. & SIZE	WIRE & CABLE	INSULATION RATING	POWER			
P01	3"	-	-	(E) ELECTRICAL VAULT	ROSEVILLE ELECTRIC XFMR	ROSEVILLE ELEC	PER ROSEVILLE ELECTRIC REQUIREMENTS
P02	2"	-	-	ROSEVILLE ELECTRIC XFMR	METER	ROSEVILLE ELEC	INSIDE PANEL-1, ROSEVILLE ELECTRIC TO PROVIDE CABLES
P03	2"	(2) #12 & #12 GND	600V	PANEL-1	SUMP PUMP PMP-1	PCWA	
P04	2"	(2) #12 & #12 GND	600V	PANEL-1	PLCFSV01	PCWA	
P05	2"	(2) #12 & #12 GND	600V	PANEL-1	PLCFSV02	ROSEVILLE WATER	
-	-	(2) #12 & #12 GND	600V	PLCFSV01	FIT-6040	PCWA	FIT-6040 INSIDE PLCFSV01 ENCLOSURE
S01	2"	-	-	PLCFSV01	(E) FLOWMETER VAULT	PCWA	SPARE
S02	2"	-	-	PLCFSV01	(E) PRV VAULT	PCWA	SPARE
S03	2"	-	-	PANEL-1	(E) PRV VAULT	PCWA	SPARE
DISCRETE SIGNALS							
C01	2"	(10) #14 & (5) #14 GND	600V	PLCFSV01	PLCFSV02	PCWA	FIT-6040, LSH-6080, ZSH-6050, ZSH-6060, HEARTBEAT PULSE
C02	2"	(2) #14 & (1) #14 GND	600V	FIT-6040	FE-6040	PCWA	
C03	2"	(2) #14 & (1) #14 GND	600V	PLCFSV01	LSH-6080	PCWA	
C04	2"	(2) #14 & (1) #14 GND	600V	PLCFSV01	ZSH-6050	PCWA	
C05	2"	(2) #14 & (1) #14 GND	600V	PLCFSV01	ZSH-6060	PCWA	
C06	2"	(2) #14 & (1) #14 GND	600V	PLCFSV01	PMP-1	PCWA	
-	-	(2) #14 & (1) #14 GND	600V	PLCFSV01	FIT-6040	PCWA	FIT-6040 INSIDE PLCFSV01 ENCLOSURE
ANALOG SIGNALS							
A01	2"	(4) #16 STP (SHIELDED)	600V	PLCFSV01	PLCFSV02	PCWA	PIT-6020, PIT-6030, (2) PRV-6010
A02	2"	MANUFACTURER CABLE	-	FIT-6040	FE-6040	PCWA	
A03	2"	MULTI-CONDUCTOR CABLE	600V	PLCFSV01	PRV-6010	PCWA	MANUFACTURER SUPPLIED CABLE
A04	2"	#16 STP (SHIELDED)	600V	PLCFSV01	PIT-6020	PCWA	
A05	2"	#16 STP (SHIELDED)	600V	PLCFSV01	PIT-6030	PCWA	
-	-	#16 STP (SHIELDED)	600V	PLCFSV01	FIT-6040	PCWA	FIT-6040 INSIDE PLCFSV01 ENCLOSURE

CONDUIT SCHEDULE

NO SCALE

INSTRUMENTATION IDENTIFICATION

EXAMPLE SYMBOLS

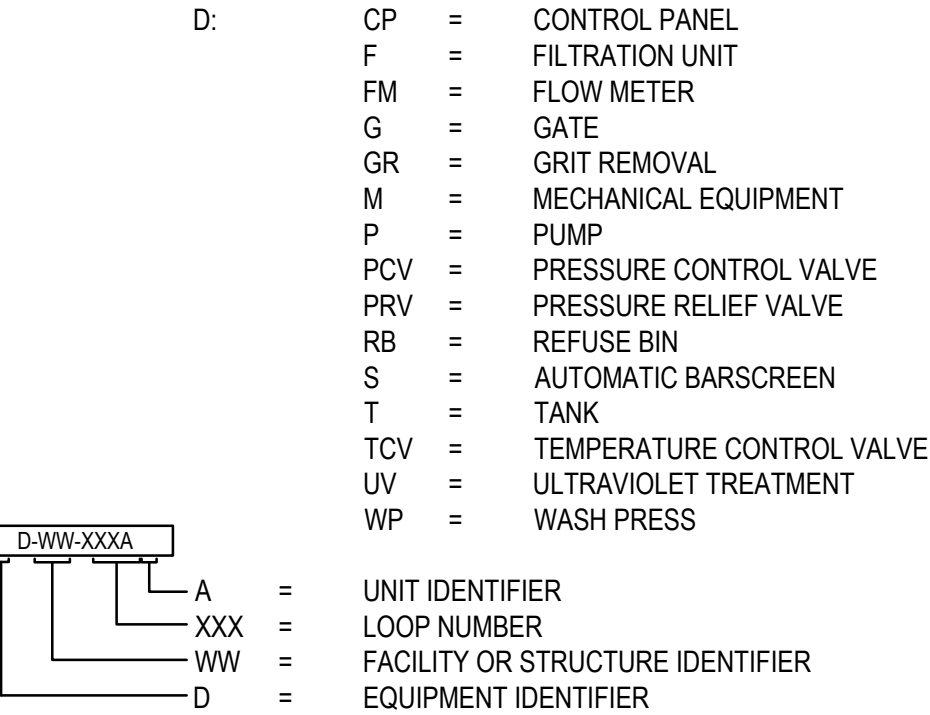


INSTRUMENT SOCIETY OF AMERICA TABLE

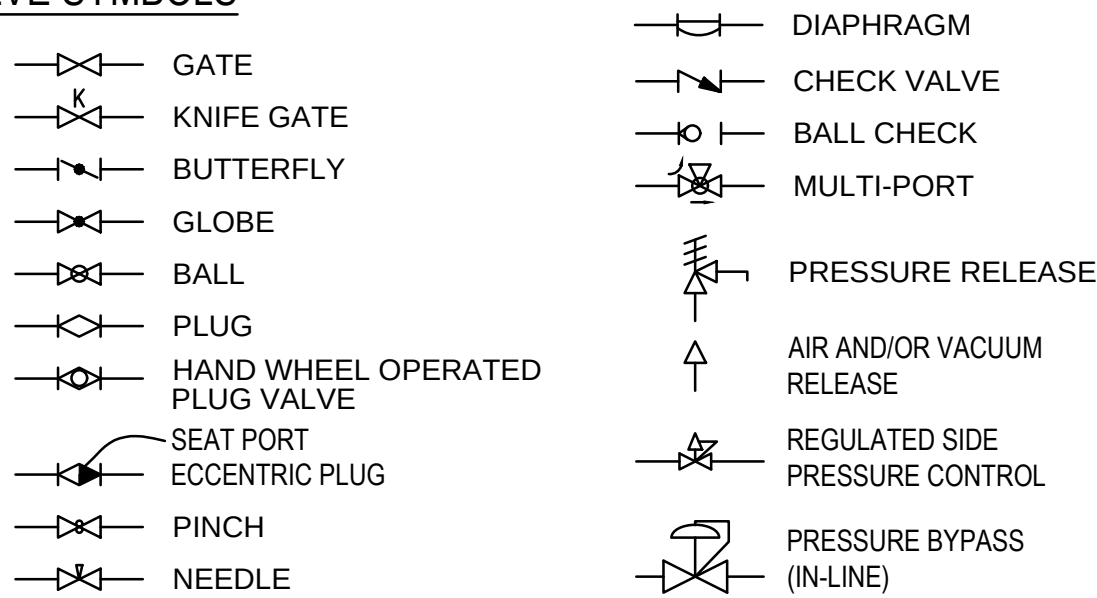
FIRST LETTER (S)			SUCCEEDING LETTERS		
LETTER	PROCESS OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS (+)	ALKALINITY		ALARM	
B	BURNER FLAME		USERS CHOICE (+)	USERS CHOICE (+)	USERS CHOICE (+)
C	CONDUCTIVITY	CHLORINE		CONTROL	CLOSE
D	DENSITY (S.G.)	DIFFERENTIAL			
E	VOLTAGE		PRIMARY ELEMENT		
F	FLOW RATE	RATIO			
G	GAUGE		GLASS	GATE	
H	HAND (MANUAL)				HIGH
I	CURRENT		INDICATE		
J	POWER	SCAN			
K	TIME OR SCHEDULE			CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	MOTION				MIDDLE
N	USERS CHOICE (+)		USERS CHOICE (+)	USERS CHOICE (+)	USERS CHOICE (+)
O	USERS CHOICE (+)		ORIFICE		OPEN
P	PRESSURE (OR VACUUM)		POINT (TEST CONNECTION)		
Q	QUANTITY OR EVENT	INTEGRATE	INTEGRATE	TOTALIZATION	
R			RECORD OR POINT		
S	SPEED OR FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE	TURBIDITY			TRANSMIT
U	MULTIVARIABLE (+)	ULTRASONIC	MULTIFUNCTION	MULTIFUNCTION (+)	MULTIFUNCTION (+)
V	VISCOSITY			VALVE OR DAMPER	
W	WEIGHT OR FORCE		WELL		
X	UNCLASSIFIED (+)		UNCLASSIFIED (+)		UNCLASSIFIED (+)
Y	EVENT		RELAY OR COMPUTE (+)		
Z	POSITION		DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT		

(+) WHEN USED, EXPLANATION IS SHOWN ADJACENT TO INSTRUMENT SYMBOL. SEE ABBREVIATIONS.

SELF CONTAINED VALVE AND EQUIPMENT TAG NUMBERS



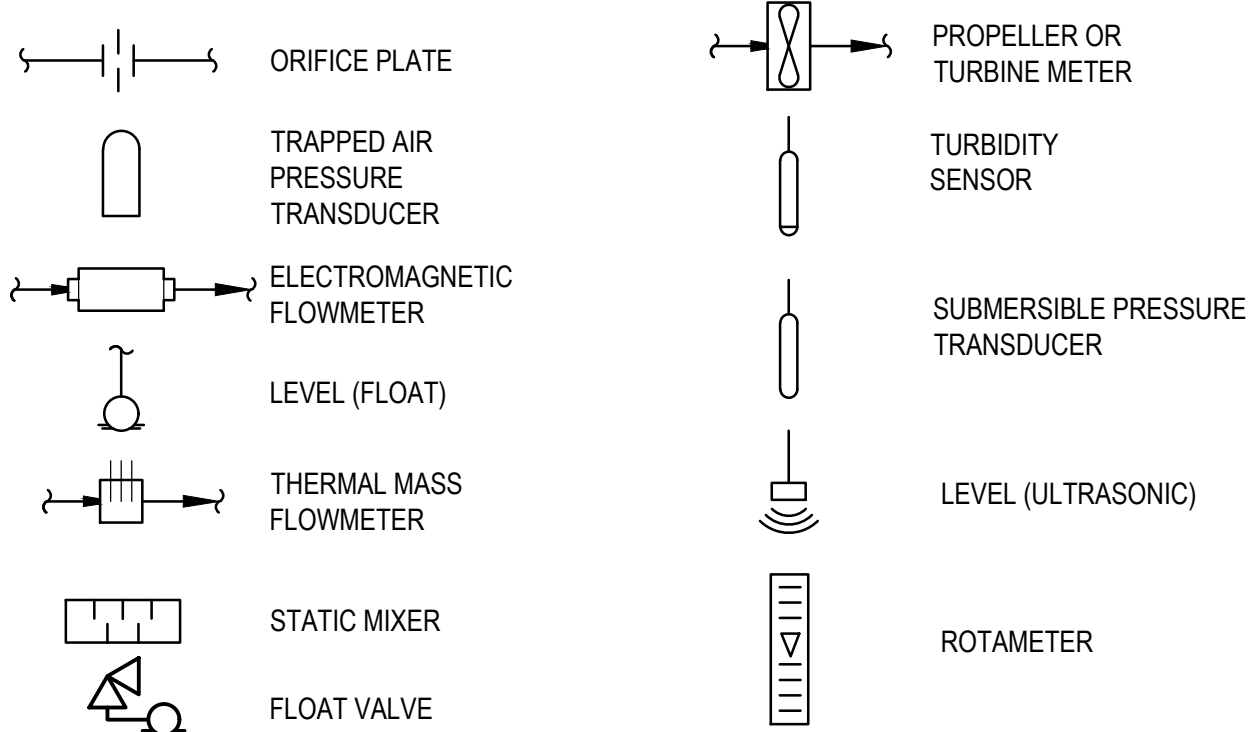
VALVE SYMBOLS



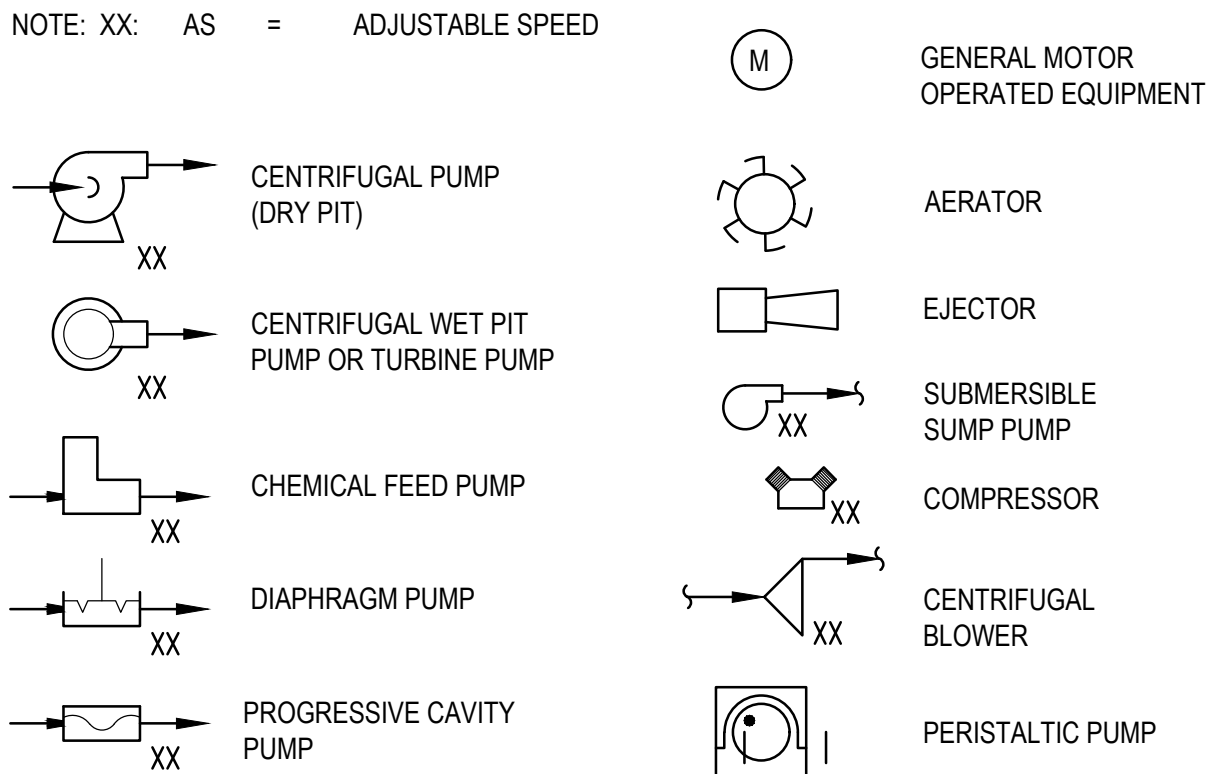
GATE SYMBOLS



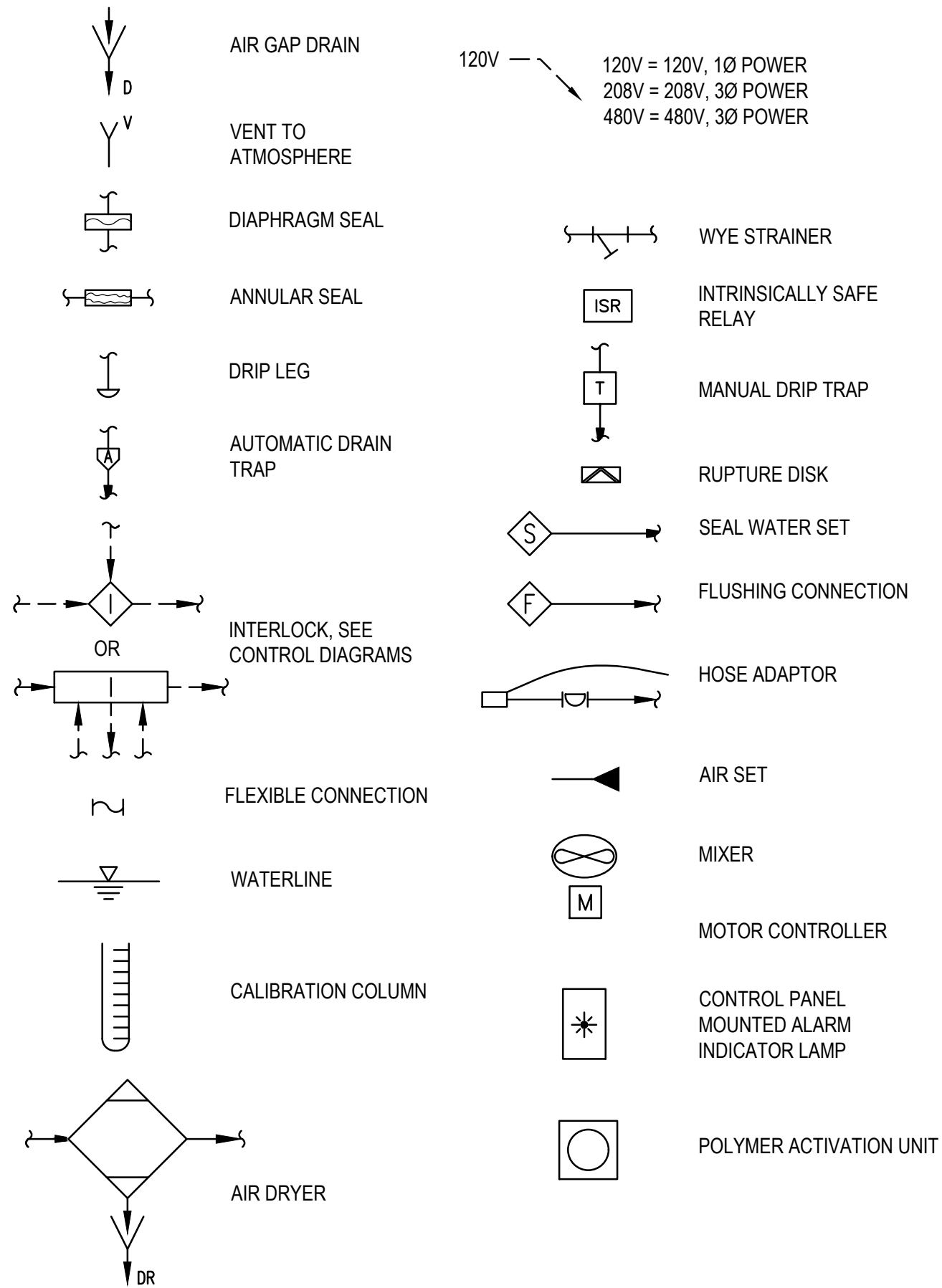
PRIMARY ELEMENT SYMBOLS



EQUIPMENT SYMBOLS



MISCELLANEOUS SYMBOLS



FLOW STREAM IDENTIFICATION

LEGEND	SERVICE	LEGEND	SERVICE
AIR	COMPRESSED AIR	PW	POTABLE WATER
BW	BACKWASH	RAS	RETURN ACTIVATED SLUDGE
CH	CHEMICAL FEED	RS	RAW SEWAGE
CL	SODIUM HYPOCHLORITE	SA	SAMPLE
D	DRAIN	SE	SECONDARY EFFLUENT
FBW	FILTER BACKWASH	SH	SODIUM HYPOCHLORITE
FTW	FILTER TO WASTE	SW	STORM WATER
FE	FINAL EFFLUENT	TE	TERTIARY EFFLUENT
OF	OVERFLOW	TI	TERTIARY INFLUENT
P	POLYMER	UW	UTILITY WATER
PT	POND TRANSFER	VAC	VACUUM AIR
		WAS	WASTE ACTIVATED SLUDGE

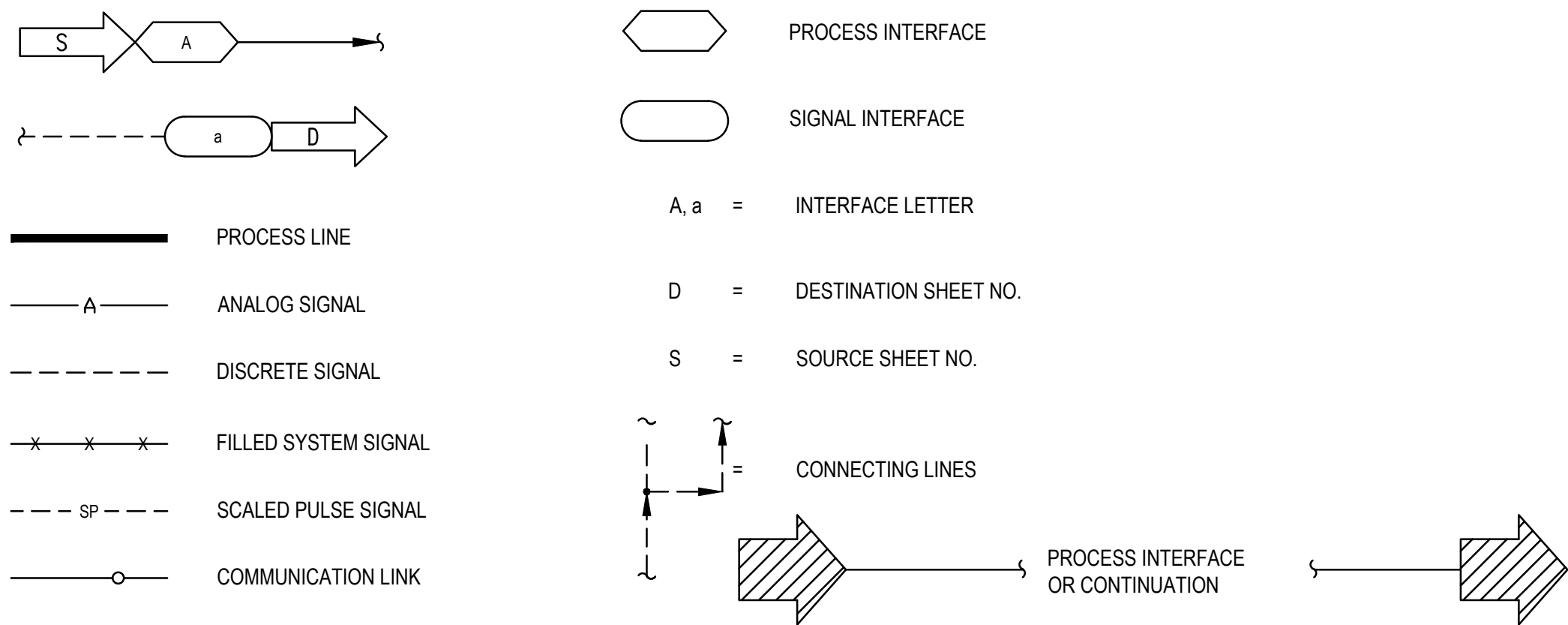
ABBREVIATIONS

DC	DIRECT CURRENT	OC	OPEN-CLOSE (D)
FE	FLOW ELEMENT	OCA	OPEN-CLOSE-AUTO
FIT	FLOW TRANSMITTER	OOR	ON-OFF-REMOTE
HMI	HUMAN-MACHINE INTERFACE	OSC	OPEN-STOP-CLOSE
HOA	HAND-OFF-AUTO	PF	PULSE FREQUENCY
LCP	LOCAL CONTROL PANEL	pH	HYDROGEN ION CONCENTRATION
LE	LEVEL ELEMENT	PLC	PROGRAMMABLE LOGIC CONTROLLER
LOR	LOCAL-OFF-REMOTE	PWR	POWER
LR	LOCAL-REMOTE	QTY	QUANTITY
LS	LEVEL SWITCH	THERM OL	THERMAL OVERLOAD
LSH	LEVEL SWITCH HIGH	TYP	TYPICAL
LSL	LEVEL SWITCH LOW	VFD	VARIABLE FREQUENCY DRIVE
LT	LEVEL TRANSMITTER		
MCC	MOTOR CONTROL CENTER		
MFR	MANUFACTURER		

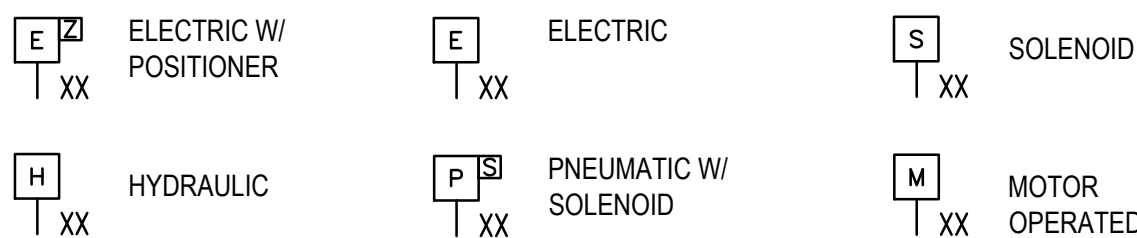
GENERAL NOTES

- THIS IS A STANDARD LEGEND, THEREFORE NOT ALL OF THIS INFORMATION MAY BE USED ON THIS PROJECT.
- COMPONENTS AND PANELS SHOWN WITH ONE OR MORE ASTERISKS ARE PART OF A PACKAGE SYSTEM, SEE EQUIPMENT SPECIFICATIONS.

INTERFACE SYMBOLS AND LINE LEGEND



ACTUATOR SYMBOLS



NOTE: ON LOSS OF PRIMARY POWER (PNEUMATIC, ELECTRICAL OR HYDRAULIC)

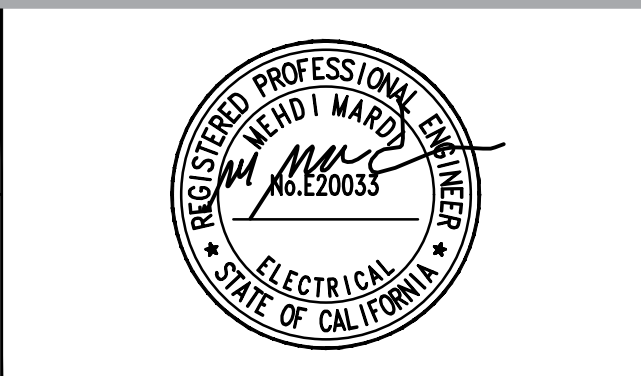
XX: FO = FAIL OPEN
FC = FAIL CLOSED
FLP = FAIL TO LAST POSITION

No.	Issue	Checked	Approved	Date
Author	T. MASUI	Drafting Check	M. MARDI	Project Manager
Designer	T. MASUI	Design Check	M. MARDI	Project Director
			G. WATANABE	



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0 1"

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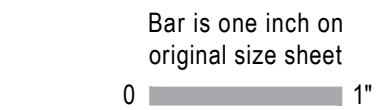
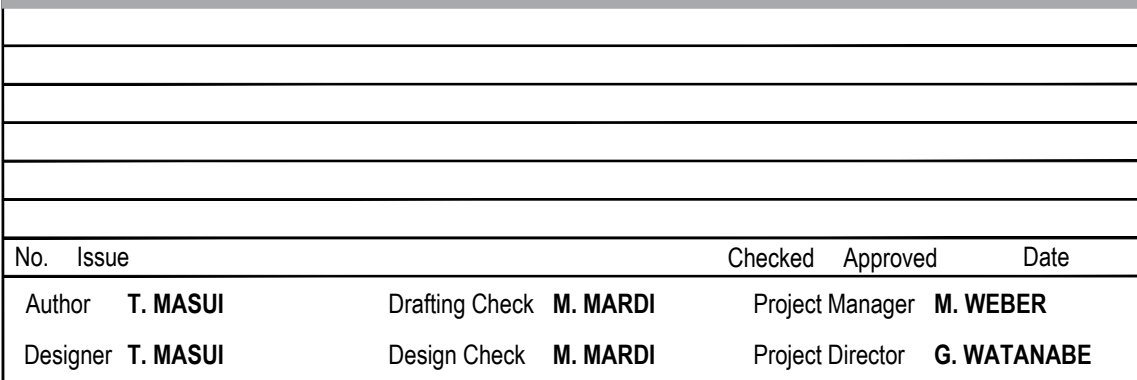
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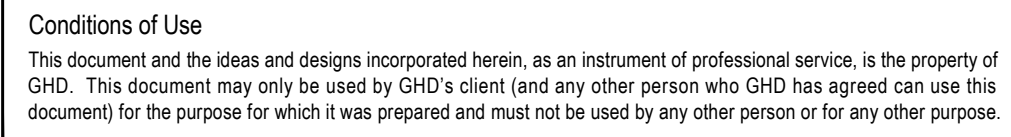
Client	CITY OF ROSEVILLE
Project	FIVE STAR INTERTIE IMPROVEMENT PROJECT
Project No.	11231367
Date	JULY 2024
Scale	AS SHOWN

Title	PROCESS AND INSTRUMENTATION LEGEND
Size	ANSI D
Sheet No.	I-001
Sheet	15 OF 17

1. SEE DETAIL 5 ON SHEET E-502 FOR CABLE CODE. USE YELLOW AND GRAY WIRES FOR SET POINT. CONNECT BLACK AND RED WIRES TO 24VDC POWER SUPPLY.



REGISTERED PROFESSIONAL ENGINEER
MEHDI MARD
No. E20033
ELECTRICAL
STATE OF CALIFORNIA



Project No.
11231367

Date
JULY 2024

Scale
AS SHOWNSize
ANSI D

Sheet No. **102** Sheet **17 OF 17**

CITY OF ROSEVILLE

**FIVE STAR INTERTIE
IMPROVEMENTS PROJECT**

BID SET SUBMITTAL

TECHNICAL SPECIFICATIONS

APRIL 2024

PREPARED BY:



943 Reserve Drive
Roseville, CA 95678

SEALS PAGE



For Division 02, 03, 05, 09, 31, 33

CIVIL ENGINEER
Matthew Weber, P.E.
GHD, Inc.



For Division 26, 40

ELECTRICAL ENGINEER
Mehdi Mardi, P.E.
GHD, Inc.

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03 31 00 Cast-In-Place Concrete

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05 50 00 Metal Fabrications

DIVISION 09 - FINISHES

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40 61 21 Control System Integrator
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40 64 00 PLC Control Strategy
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40 71 13 Flow Meters (Magnetic Type)

Five Star Intertie Improvements

April 2024

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SECTION 01 20 00
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

1.1 UNITS OF MEASUREMENT

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.2 CERTIFIED WEIGHTS

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Construction Manager, on a completely automated weighing and recording system. The Contractor shall furnish the Construction Manager with duplicate licensed weighmaster's certificates showing the actual net weights. The Owner will accept the certificates as evidence of the weights delivered.

1.3 METHODS OF MEASUREMENT

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved or the description of Bid Items found in 2.2 of this Section. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Material not used from a transporting vehicle shall be determined by the Construction Manager and deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Construction Manager in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Construction Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.

Quantities of material **wasted** or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Construction Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

PART 2 - DESCRIPTION OF BID ITEMS

2.1 SUMMARY

The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described later in this section. Unit prices for any unit price bid items will be the basis for monthly progress payment determinations and for any changes related to that Work item. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.2 DESCRIPTION OF BID ITEMS

BID ITEM NO. 1 MOBILIZATION/DEMOBILIZATION - Lump Sum

- A. The lump sum bid for mobilization shall not exceed three percent (3%) of the total bid price. Mobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittal and approval of initial project schedule; obtaining and paying for all permits by other agencies as applicable; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); and other construction all as required for the proper performance and completion of the work.
- B. The lump sum bid for demobilization shall not exceed two percent (2%) of the total bid price. Demobilization shall include site cleaning and restoration of surfaces within the job site, post-construction meeting, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the Owner.
- C. In the event the Contractor writes in a Mobilization/Demobilization price greater than five percent (5%) on the Bid Schedule found in the Contract Document, the Owner will pay any excess with the final Progress Payment.
- D. Contractor may apply for payment of mobilization on a percent complete basis as the items covered in the Mobilization are being completed.
- E. Contractor may apply for payment of demobilization after the overall project substantial completion is achieved and the project begins to demobilize.
- F. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 2 TRAFFIC CONTROL – Lump Sum

- A. Measurement for payment for this bid item will be based upon, but not limited to, all work required for Traffic Control as otherwise required in these Contract Documents, permits, construction area signs, lighted message boards as required, installation and maintaining all measures throughout the project limits, inclusive of staging areas, and advance of the project limits to temporarily control, detour, or stage traffic during construction and all other related work per the Contract Documents.
- B. Payment for temporary traffic control will be made at the lump sum (LS) price, which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.
- C. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 3 Mechanical - Pressure Reducing Valve (PRV) Vault – Lump Sum

- A. The lump sum amount shall include all labor, equipment, appliances and materials require to remove the existing PRV and educator; furnish, install, test, and disinfect the new 10” PRV, pressure transmitters, new sump pump and associated discharge valves and piping, pipe supports, wall penetration, curb penetration, backfill, compaction, excavation, plug for the existing educator hole, grout fill for existing sump, and all associated piping and appurtenances per the Contract Documents.
- B. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 4 Mechanical - Flow Meter Vault and Isolation Valve – Lump Sum

- A. The lump sum amount shall include all labor, equipment, appliances and materials require to remove the existing propeller flow meter and furnish, install and disinfect the new 10” magnetic flow meter, new 10” butterfly valve, pipe supports, traffic rated valve box and cover, anode and test station, and all associated piping and appurtenances.
- B. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 5 Electrical - Lump Sum

- A. The lump sum amount shall include all labor, equipment, appliances, and material required to furnish conduit, wiring, grounding, transformer pad, equipment pad, metering and distribution panel, bollards, vault penetration, sidewalk restoration, in accordance with project plans and specifications.

- B. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 6 Communication-City of Roseville - Lump Sum

- A. The lump sum amount shall include all labor, equipment, appliances, and material required to furnish, install, and test communication system, including fiber-optic conduit, fiber-optic cabling and splicing, trenching, compaction, backfill, copper ethernet cable, NEMA 4X enclosure, new PLC cabinets, magnetic door switch, pullbox, integration and testing, and pavement restoration.
- B. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 7 Communication PCWA - Lump Sum

- A. The lump sum amount shall include all labor, equipment, appliances, and material required to furnish, install, and test communication system, including copper ethernet cable, conduit, wiring, radios, NEMA 4X enclosure, magnetic door switch, new PLC cabinet, cellular antenna and mounting, and integration and testing.
- B. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

PART 3 - NOT USED

PART 4 - CONTRACTOR'S COST BREAKDOWN

For work to be performed for a lump sum amount, the Contractor shall submit a cost breakdown to the Construction Manager prior to the first payment and within ten (10) days after Notice to Proceed. The cost breakdown, as agreed upon by the Contractor and the Construction Manager, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item. If there is not a separate Bid Item for MOBILIZATION/DEMobilIZATION, then mobilization, demobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Construction Manager, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The cost breakdown shall be generally in the same format as the Contract specifications divisions and subdivisions, with major items of work listed individually. The cost breakdown shall be by

structure, civil, landscaping, or other logical division of work. The cost breakdown for structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The cost breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries will then be used to determine the quantities of work in place in subsequent progress payment requests.

The above is a statement of the intent of the Contract Documents to provide a high level of detail, acceptable to the Construction Manager, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown must be sufficient to provide timely processing of the monthly progress payment request.

The cost breakdown will be subject to the approval of the Construction Manager, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payments. The Construction Manager shall be the sole judge of the adequacy of the cost breakdown.

The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

*****END OF SECTION*****

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02 40 00
DEMOLITION

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall furnish all tools, equipment, materials, and supplies, and shall perform all labor as required for the demolition, abandonment, removal/disposal, salvage, or relocation of utilities and equipment as indicated on the Drawings and as specified herein.
- B. The work of this Section shall include, but shall not be limited to the following items:
 - 1. Demolition of existing pressure relief valve, flow meter, and eductor assembly.
 - 2. Removal, disposal and/or salvage of piping and valves.

1.2 DEMOLITION/ABANDONMENT COORDINATION

- A. The Contractor shall carefully coordinate the extent of the Work in areas where existing utilities shall be reconnected to new facilities and where existing facilities shall remain operational.
- B. While Work is being performed, the Contractor shall provide adequate access for routine operation and maintenance. The Contractor shall erect and maintain fences, warning signs, barricades, and other devices as required for the protection of the Contractor's employees and others around the structures. The Contractor shall remove all such protection when the demolition/abandonment operations are completed, or as work progresses, or when directed by the Owner.
- C. The Contractor shall coordinate all Work with the Owner.

1.3 SUBMITTALS

- A. Demolition procedure submittal shall be submitted to the Engineer for acceptance at least 14 days prior to start of demolition. The procedures shall provide for safe conduct of the Work, careful removal and disposition of materials and equipment, protection of property which are to remain undisturbed, coordination with existing facilities to remain in service, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operation.

1.4 PERMITS

- A. None.

1.5 REPAIR OF DAMAGE

- A. Any damage to existing utilities, screening equipment, electrical equipment, structural elements, other existing facilities to remain, as caused by the Contractor's operations shall be repaired at the Contractor's expense.
- B. Damaged items shall be repaired or replaced with new materials as required to restore damaged items or surfaces to a condition equal to and matching that existing prior to damage or start of work of this contract.

1.6 PROTECTION OF EXISTING FACILITIES

- A. Before beginning any cutting, demolition or abandonment work, the Contractor shall carefully inspect the existing facilities to determine the extent of the Work. The Contractor shall take all necessary precautions to prevent damage to existing facilities which are to remain in place and in operation. The Contractor shall be responsible for any damages to existing facilities, which are caused by the operations of the Contractor. Damages to such facilities shall be repaired or replaced to existing condition at no additional cost to the District. The Contractor shall carefully coordinate the work of this Section with all other work and shall provide bracing and supports, as required. The Contractor shall insure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this Contract. The Contractor shall remove all temporary protection when the work is complete or when so authorized by the Engineer.
- B. The Contractor shall carefully consider all bearing loads and capacities for placement of equipment and material.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DEMOLITION OF FACILITIES

- A. Demolition shall be accomplished in accordance with applicable codes and regulations. Blasting shall not be permitted.
- B. Disposal of all materials shall be performed in compliance with all applicable local, state and federal codes, regulations, and requirements. Structures to be abandoned shall be cleaned prior to abandonment.
- C. The Drawings used in this Contract to indicate demolition and removal are based on the best available information from the District. Prior to the submittal of bids, the Contractor shall conduct a comprehensive survey of the facilities to verify the scope of Work, the extent of utilities, and the physical sequencing constraints.

- D. Contractor shall use water during demolition work to control dust.
- E. Existing equipment, piping, valves, electrical gear, instrumentation, utilities, and related appurtenances such as anchors, supports, and hardware shown or required to be demolished as part of the Work shall be removed and disposed of by the Contractor unless otherwise indicated. Items to be removed shall be disposed of offsite by the Contractor as part of the Work.

END OF SECTION

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03 31 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.

1.4 QUALITY ASSURANCE

- A. Concrete suppliers shall be certified by the State of California Department of Transportation (Caltrans), and shall certify that all concrete furnished to the project conforms to these specifications and to the Caltrans Standard Specifications. In addition, the supplier shall furnish records of 7- and 28-day cure concrete cylinder tests for the proposed mix.
- B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301.
2. ACI 117.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: APA-grade stamped Class 1 plywood. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 40 minimum, deformed.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice." Wire shall be 18 ga. or heavier, black annealed.

2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
 1. Portland Cement: ASTM C 150/C 150M, Type I/II.
 2. Fly Ash: ASTM C 618, Class F or C.
 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
 4. Blended Hydraulic Cement: ASTM C 595/C 595M.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.
 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- E. Water: ASTM C 94/C 94M.

2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, waterproof paper, polyethylene film or -polyethylene coated burlap.
- D. Water: Potable.

2.6 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.7 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Normal-Weight Concrete:
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Maximum W/C Ratio: 1:2 by weight.
 - 3. Slump Limit: 4 inches, plus or minus 1 inch.
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.8 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer 3/4" exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

3.5 CONCRETE PLACEMENT

- A. The Owner shall be notified a minimum of 24 hours prior to concrete placement.
- B. No more than one hour between loading concrete at the batch plant and placing the concrete is permissible.
- C. The surface finish shall be as shown on the Plans, as approved by the Owner and conforms to Caltrans Standard Specifications. A one-inch chamfer shall be used on all

vertical and horizontal finished edges unless otherwise shown, except slabs on grade which shall receive a 0.75-inch rounded corner on all horizontal corners.

- D. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to view.

3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.

- Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Application rate shall be 200 square feet per gallon. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.8 CONCRETE SURFACE REPAIRS

- A. Protect all concrete work against injury and defacement during subsequent construction operations, until acceptance by the Owner.
- B. All projecting fins, bolts, wire, nails, etc. not necessary for the work shall be removed or cut back one inch inside the finished surface and patched in an inconspicuous manner. Metal form ties extending from the face of permanently exposed concrete shall be cut off at least 1 inch deep in the concrete immediately after removal of the forms. Fill holes with a 1:3 cement and sand mortar of the same color as the adjoining concrete. Mix and place the mortar as dry as possible and finish flush with the adjacent surface.
- C. If pre-cast snap-tie fillers are used, they shall be firmly epoxied and the final surface of plugs shall be smooth with the wall surface.
- D. All defects in concrete work shall be corrected. Chip voids to a depth of at least 1 inch, with the edges perpendicular to the surface and parallel to form markings. Voids, surface irregularities, or honeycombing shall be filled by patching or rubbing as approved by the Owner and shall be done at the Contractor's expense. Concrete surfaces so repaired shall duplicate the appearance of the un-patched work.

3.9 FIELD QUALITY CONTROL

- A. Concrete Compression Strength Tests
 1. Concrete materials and operations will be tested by the Owner and inspected as work progresses. One complete test shall consist of making three (3) test cylinders in accordance with ASTM C31, storing the cylinders for 24 hours at the pour site, delivering the cylinders to the testing laboratory, testing one cylinder at 7 days of cure, one cylinder at 28 days in accordance with ASTM C39, and the third cylinder at a date determined by the Owner if the 28-day strength is below the required concrete strength. Should tests show insufficient concrete strength,

Contractor shall remove and dispose of all concrete from the same mix batch off-site at no cost to the Owner. Costs of concrete replacement, subsequent retesting or re-inspection and other appurtenant items directly related to this work shall be borne by the Contractor.

2. The Owner shall select the testing lab to be used. The Contractor shall give the selected lab sufficient notice of construction operations and schedule to allow the lab to schedule the required tests and inspection.

B. Concrete Slump Tests

1. Each concrete pour shall be tested for slump per ASTM C143 at the beginning of the pour, at the time the sample cylinders are filled, and whenever the consistency of the concrete appears to vary.

3.10 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1.

1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F. Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated into total amount of mixing water. Ice when introduced into the mixer shall be in such form that it will be completely melted and dispersed throughout the mix at the completion of the mixing time. The temperature of concrete delivered at the time and location of placement shall not exceed 90°F under any conditions. The temperature of concrete delivered at the time and location of placement, except for concrete deposited in wall or column forms, shall not exceed the following temperatures under the following ambient conditions:

Relative Humidity Less Than %	Ambient Temperature Greater than °F	Maximum Concrete Temperature °F
80	90	90
70	90	90
60	90	90
50	90	85
40	90	80
30	80	75
20	75	70

2. Forms and reinforcing steel shall be cooled by fog spraying evaporation or covering with water-soaked burlap immediately prior to placing concrete. Forms shall be free of standing water when concrete is placed.

3. Concrete shall be placed in shallower layers than under normal conditions if necessary to assure coverage of the previous layer while it will respond readily to vibration.
4. Fog spray shall be used after finishing and before the specified curing is commenced to avoid surface plastic-shrinkage cracking. Forms shall be kept covered and continuously moist. Once forms are loosened and during form removal concrete surfaces shall be protected from drying and shall be kept continuously wet by fog spraying or other approved means until the specified curing is commenced.

END OF SECTION

03 60 00

GROUT

PART 1 GENERAL

1.1 GENERAL

- A. Use non-Shrink grout unless another type is specifically referenced or as shown on the Drawings.

1.2 SUBMITTALS

- A. Product data and installation instructions.
- B. Certificates of Compliance.

PART 2 - PRODUCTS

2.1 PREPACKAGED GROUTS

- A. Non-Shrink Grout:
 - 1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.
 - 2. Class A non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi; shall have no shrinkage (zero percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C 827; and shall have no shrinkage (zero percent) and a maximum of 0.2-percent expansion in the hardened state when tested in accordance with CRD C 621, Corps of Engineers Specification for Non-shrink Grout.
 - 3. Class B non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.
 - 4. Application:
 - a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified; except, for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.

- b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material.
- B. Epoxy Grout:
 - 1. Epoxy grout shall be a pourable, non-shrink, 100-percent solids system. The epoxy grout system shall have 3 components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.
 - 2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
 - 3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.
 - 4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in 7 days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (zero percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
 - 5. Application: Use epoxy grout to embed all anchor bolts and reinforcing steel required to be set in grout, and for all other specified applications.

2.2 CEMENT GROUT

- A. Cement Grout: Cement grout shall be composed of one part cement, 3 parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.
- B. Cement shall be as specified in Section 03 31 00 Cast-in-Place Concrete.

2.3 FLOWABLE CEMENT GROUT

- A. Flowable Cement Grout: Minimum penetration resistance of 10 psi in 24 hours when tested in accordance with ASTM C403 and a 28-day unconfined compressive strength of 45-165 psi.
- B. Application:
 - 1. Void spaces between the earth and the casing pipe.
 - 2. Interstitial space between the casing pipe and carrier pipe.

2.4 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is specified, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

2.5 MEASUREMENT OF INGREDIENTS

- A. Measurements for cement grout shall be made accurately by volume using appropriate containers. Shovel measurement will not be allowed.
- B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

PART 3 - EXECUTION

3.1 GENERAL

- A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03 31 00, Cast-in-Place Concrete. The finish of the grout surface shall match that of the adjacent concrete.
- B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request.
- C. All mixing, surface preparation, handling, placing, consolidation and other means of execution for prepackaged grouts shall be done according to the printed instructions and recommendations of the manufacturer.

3.2 CONSOLIDATION

- A. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

END OF SECTION

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05 50 00
METAL FABRICATIONS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Miscellaneous metalwork includes the following:
1. Pipe supports
 2. Nuts, bolts

1.2 CODES

- A. The work of this Section shall comply with the current edition of the California Building Code.

1.3 REFERENCES

- A. Except as otherwise indicated, the current editions of the following apply to the work of this Section:
1. Federal Specifications:
 - QQ-F-461 C (1) Floor Plate, Steel, Rolled
 - MIL-6-18015 (Ships) Aluminum Planks, (6063-T6)
 2. Commercial Standards:
 - AISC MO11 Manual of Steel Constructions
 - ASTM A36 Specification for Structural Steel
 - ASTM A48 Specification for Gray Iron Castings
 - ASTM A53 Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
 - ASTM A123 Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - ASTM A125 Specification for Steel Springs, Helical, Heat Treated
 - ASTM A153 Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - ASTM A283 Specification for Low and Intermediate Tensile Strength Carbon Steel Plates, Shapes and Bars
 - ASTM A307 Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile
 - ASTM A320 Specification for Alloy-Steel Bolting Materials for Low-Temperature Service
 - ASTM A489 Carbon Steel Eyebolts
 - ASTM A569 Specification for Steel, Carbon, (0.15 Maximum Percent) Hot Rolled, Sheet and Strip, Commercial Quality
 - ASTM A575 Specification for Steel Bars, Carbon, Merchant Quality, M-Grades
 - ASTM B98 Specification for Copper-Silicon Alloy Rod, Bar, and shapes

ASTM B210	Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes
ASTM B221	Specification for Aluminum and Aluminum-Alloy extruded Bars, Rods, Wire, Shapes and Tubes
ASTM B438	Specification for Sintered Bronze Bearings (Oil impregnated)
ANSI/AWS D1.1	Structural Welding Code – Steel NFPA 101 Life Safety Code
NFPA 101	Life Safety Code

1.4 SUBMITTALS

- A. The following shall be submitted:
 1. Shop drawings of miscellaneous metalwork including pipe supports, nuts, bolts.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Except as otherwise indicated, products fabricated of structural steel shapes, plates and bars shall comply with the requirements of ASTM A 36 or ASTM A283.

2.2 FABRICATION

- A. Corrosion Protection:
 1. Miscellaneous steel metalwork shall be hot-dip galvanized after fabrication except as otherwise indicated.
- B. Welding:
 1. Welding shall be by the metal-arc method or gas-shielded arc method as described in the American Welding Society's "Welding Handbook" and supplemented by other standards of the AWS. Qualification of welders shall be in accordance with the AWS Standards.
 2. In assembly and during welding, the component parts shall be adequately clamped, supported and restrained to minimize distortion and for control of dimensions. Weld reinforcement shall comply with the AWS Code.
 3. Upon completion of welding, weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions. Sharp corners of material that is to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.
- C. Galvanizing:

1. Where galvanizing is indicated, structural steel plates, shapes, bars and fabricated assemblies shall be thoroughly cleaned of rust and scale and shall be galvanized in accordance with the requirements of ASTM A 123.2.
2. Any galvanized part that becomes warped during the galvanizing operation shall be straightened.
3. Bolts, anchor bolts, nuts and similar threaded fasteners, after being properly cleaned, shall be galvanized in accordance with the requirements of ASTM A 153.

2.3 BOLTS

- A. Bolt Requirements: Bolts shall comply with the following:
 1. The nuts shall be capable of developing the full strength of the bolts.
 - a. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads.
 - b. Flange bolts and nuts shall conform to a minimum ASTM #A307. Bolts less than $\frac{3}{4}$ inches in diameter shall be a minimum Grade B (heavy hex), cadmium plated or zinc-coated steel. Bolts $\frac{3}{4}$ inches and larger in diameter shall be a minimum Grade A (standard hex).
 - c. Tee Bolt-Steel bolts are to be $\frac{3}{4}$ inch high strength, low alloy steel with a heavy nut, conforming to AWWA Standard C-111-90.
 2. The length of all bolts shall be such that after joints are made up, each bolt shall extend through the entire nut, coated with anti-seize lubricant, and shall extend at least 3 threads beyond the nut when tightened to the proper torque.
- B. Buried, Corrosive or Submerged Bolts
 1. Unless otherwise indicated, bolts, anchor bolts, nuts and washers, which are buried, submerged, or below the top of the wall inside any hydraulic structure or as indicated on the Drawings shall be of Type 316 stainless steel.
- C. Unless otherwise indicated, eyebolts shall conform to ASTM A 489.

PART 3 EXECUTION

3.1 GENERAL

- A. Fabrication and Erection: Except as otherwise indicated, the fabrication and erection of structural steel shall conform to the requirements of the American Institute of Steel Construction "Manual of Steel Construction."
- B. General:
 1. Fieldwork, including cutting and threading, shall not be permitted on galvanized items without touch-up coating on the cut surfaces..
 2. Dissimilar metals shall be protected from galvanic corrosion by means of pressure tapes, coatings or isolators.
 3. Drilling of bolts or enlargement of holes to correct misalignment will not be allowed.

4. Holes shall be punched 1/16-inch larger than the nominal size of the bolts, unless otherwise indicated. Whenever needed, because of the thickness of the metal, holes shall be subpunched and reamed or shall be drilled.
5. Fabrication including cutting, drilling, punching, threading and tapping required for miscellaneous metal or adjacent work shall be performed prior to hot-dip galvanizing.

END OF SECTION

09 90 00
COATINGS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. This Section covers coating for process mechanical items such as piping, mechanical equipment, and metal stairs/railings.
- B. Coat or paint all piping and equipment which are part of this Contract, except:
 - 1. Metal completely embedded in concrete (except aluminum).
 - 2. Piping buried in ground or encased in concrete.
 - 3. Galvanized materials.
 - 4. Chain link fence and galvanized fence gates.
 - 5. Rubber.
 - 6. Buried Plastic pipe, including: polyvinyl chloride, polyethylene, and polypropylene piping, except as noted.
 - 7. Stainless steel.
 - 8. Bronze, brass.
 - 9. Nameplates and grease fittings.
 - 10. Factory finished electrical panels.
 - 11. Factory fusion epoxy coated items (except for field touchup).
 - 12. Zinc coated steel.
 - 13. Concrete, except as defined herein, as specified elsewhere, or as shown on the Drawings.
- C. Definitions:
 - 1. The term "paint," as used hereinafter includes enamels, paints, sealers, fillers, emulsions, and other coatings whether used as prime, intermediate, or finish coats.

1.2 QUALITY ASSURANCE

- A. Qualifications of painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces. In the acceptance or rejection of installed painting, no allowance will be made for lack of skill on the part of painters.

1.3 REFERENCES

ASTM B117 - Standard Practice for Operating Salt Spray Apparatus.

ASTM C109 - Compressive Strength Hydraulic Cement Mortars.

ASTM D522 - Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.

ASTM D543 - Resistance of Plastics to Chemical Reagents.

ASTM D638 - Tensile Properties of Plastics.

ASTM D695 - Compressive Properties of Rigid Plastics.

ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.

ASTM C868 - Standard Test Method for Chemical Resistance of Protective Linings.

ASTM D870 - Standard Practice for Testing Water Resistance of Coatings Using Water Immersion.

ASTM D1014 - Standard Practice for Conducting Exterior Exposure Tests of Paints and Coatings on Metal Substrates.

ASTM D2584 - Volatile Matter Content.

ASTM D2240 - Durometer Hardness, Type D.

ASTM D3363 - Standard Test Method for Film Hardness by Pencil Test.

ASTM D4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

ASTM D4213 - Standard Test Method for Scrub Resistance of Paints by Abrasion Weight Loss.

ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.

ASTM D4585 - Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation

ASTM D5590 - Standard Test Method for Determining the Resistance of Paint Films and Related Coatings to Fungal Defacement by Accelerated Four-Week Agar Plate Assay.

ASTM D7234 - Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.

ASTM G85 - Standard Practice for Modified Salt Spray Testing.

ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.

ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

SSPWC 210-2.3.3 - Chemical resistance testing published in the Standard Specifications for Public Works Construction, 1997 edition (otherwise known as "The Greenbook").

In addition to complying with all pertinent codes and regulations, comply with "Standard (Type I)" as defined by the Painting and Decorating Contractors of America in their "Modern Guide to Paint Specifications, latest edition.

Paints in a particular coating system shall be the products of a single manufacturer.

1.4 SUBMITTALS

- A. Prior to ordering material, submit a complete schedule of materials to be used. Include manufacturer's brand name, product name, and designation number for each coat of each system to be used.
- B. Prior to commencing work, submit a detailed list of all surfaces and equipment items upon which the Contractor intends to apply protective coatings.
- C. Provide the following information on each paint product:
 - 1. Abrasion resistance, ASTM D5060, 1 kg load at 1000 cycles, CS-17 wheel
 - 2. Impact resistance, ASTM D2794, direct and reverse
 - 3. Moisture vapor transmission, ASTM F1249
 - 4. Adhesion, ASTM D4541
- D. If materials other than those listed are submitted, submit additional information to fully define the proposed substitution. The Owner may further require the Contractor to furnish additional test results from an independent paint laboratory comparing the proposed substitution with one of the named products, at no additional cost to the Owner. For substituted materials, provide a list of references, including contact person and phone number, where proposed substitute paint system has been used in similar exposures. Provide a minimum of five references (no duplicate owners or agencies).
- E. Provide Material Safety Data Sheets (MSDSs) for all products.
- F. Manufacturer's Certification: That products furnished meet applicable Air Quality Management District regulations as to allowable volatile organic compound (VOC) content for the place of application and use intended.

- G. Submit a full range of the manufacturer's standard and let down finish colors for review and selection by the Owner. After final colors have been selected, submit two 8-1/2 x 11-inch samples on cardboard of each color indexed as to manufacturer and color designation. Color chips 3/4-inch x 1-1/2-inch may be used for pipe color codes.
- H. Manufacturers' recommendations: In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these Specifications, submit for the Owner's review the current recommended coating system and method of application published by the manufacturer of the proposed material.

1.5 ENVIRONMENTAL REGULATORY REQUIREMENTS:

- A. All work, material, procedures, and practices under this Section shall conform with requirements of the local Air Resources Board or Air Quality Management District having jurisdiction. Prime or finish coat painting done in locations other than the project site shall be in accordance with air quality regulations in effect at the place the coating is applied. Products specified herein are, to the best of the Design Engineer's knowledge, in compliance with the applicable volatile organic compounds (VOC) 1 levels allowable at the date these Specifications were issued for bid.
- B. The Air Resources Board or Air Quality Management District having jurisdiction may prohibit the sale or application of paints and enamels containing more than the stipulated percentages of volatile organic solvents manufactured after a stated date. Provide material meeting applicable regulations effective at the date of manufacture, or if not available, provide top of the line materials developed as replacements for specified materials and meeting applicable regulations as to VOC solvents content.
- C. If the Contractor applies coatings that have been modified or thinned other than as recommended by manufacturer, he will be responsible for any fines, costs, remedies or legal actions that may result.

1.6 PRODUCT HANDLING

- A. Delivery:
 - 1. Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use. The label shall indicate the designated name, color, date of manufacture, and name of manufacturer.
- B. Protection:
 - 1. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and

related equipment. The area shall be heated or cooled as required to maintain temperatures within the range recommended by the paint manufacturer.

2. Paint materials shall be kept sealed when not in use.
3. Use all means necessary to protect paint materials before, during, and after application and to protect the installed work and materials of all other trades.

C. Replacements:

1. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner at no additional cost to the Owner.

1.7 LOCATION WHERE PAINTING IS PERFORMED

A. General:

1. Field painting shall be limited to pipe coating and general touch-up. The Contractor shall provide at his expense all shelter, heating, cooling, humidity control, and safety measures necessary to perform the work in accordance with these Specifications. The Contractor should consider prevailing weather conditions at the job site when scheduling painting.

B. Surfaces not requiring painting:

1. Nonferrous and corrosion-resistant ferrous alloys such as copper, bronze, monel, aluminum, chromium plate, weathering steel, and stainless steel, except where (1) required for electrical insulation between dissimilar metals, (2) aluminum is in contact with concrete or masonry, (3) color coding of equipment and piping is required, and (4) as noted in these specifications or the Drawings.
2. Items specified to be galvanized after fabrication unless specifically required elsewhere in these Specifications. Manufactured items and materials that are "factory" galvanized shall be prepared and painted as specified hereinafter for the exposure condition of the item and for architectural purposes unless otherwise approved by the Owner.

PART 2 PRODUCTS

2.1 PAINT MATERIALS

A. Manufacturer:

1. Paint materials are identified by proprietary name to indicate the type and quality of material desired. Materials of other manufacturers may be substituted subject to the written approval of the Owner.
2. All materials of a paint system, including primer and finish coats, shall be produced by the same paint manufacturer unless otherwise approved by the Owner and the affected paint manufacturers. Thinners, cleaners, driers,

and other additives shall be as recommended by the paint manufacturer of the particular coating as per the Coating Preparation and Application Sheet (CPAS).

B. Compatibility:

1. All paint materials and equipment shall be compatible in use. Finish coats shall be compatible with prime coats and prime coats shall be compatible with the surface to be coated. All tools and equipment shall be compatible with the coating to be applied.
2. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned.

2.2 COLORS

A. General:

1. Colors shall be selected by the Owner.
2. Colors shall be formulated with colorants free of lead, lead compounds.
3. Provide color chart prior to formulating paints

- B. Provide a color coded layout of all piping and appurtenances indicating colors to be painted prior to painting for approval.

2.3 PAINT SYSTEMS

Paint Manufacturers. The paint manufacturers of the paint products listed herein are identified as follows:

(A) Ameron
(R) Rust-Oleum Industrial Choice
(T) Tnemec
(SW) Sherwin Williams

System 2: General Ferrous Interior, not Exposed to Atmosphere

1st Coat – bare metal	High Solids Epoxy	(A) Amerlock 400 (T) Series 135
Finish Coat(s)	High Solids Epoxy	(A) Amerlock 400 (T) Series 135
Total DFT = 12 mils		

System 3: Prefinished Machinery Coating (Other than prime coat)

One Coat	Aliphatic Polyurethane	(A) Amershield (T) Series 74
DFT = 2 mils		

System 4: Galvanized Steel and Non-Ferrous Metals

1st Coat(s)	High Solids Epoxy	(A) Amerlock 400 (T) Series 135
2nd Coat	High Solids Epoxy	(A) Amerlock 400

DFT = 18 mils
Finish Coat – exterior surfaces Acrylic Copolymer
5215300
DFT = 3 mils

(T) Series 69
(R) DTM Acrylic

Color: Alumi-Non

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that paint finishes may be applied in strict accordance with all pertinent codes and regulations and the requirements of these Specifications.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Owner.
 - 2. Do not proceed with painting in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 PREPARATION OF SURFACES, GENERAL

- A. All painting work shall be performed in strict accordance with the CPAS manufacturer's instructions and these Specifications. The Contractor must have the completed CPAS forms before any surface preparation or coating application work is started.
- B. Protection:
 - 1. Prior to all surface preparation and painting operations, completely mask, remove, or otherwise adequately protect any items in contact with painted surfaces but not scheduled to receive paint.
 - 2. Provide sufficient protection to prevent paint materials from falling on any adjacent surfaces.
 - 3. Provide for containment of possible spills when painting over water.
- C. Cleaning:
 - 1. Before applying paint or other surface treatment, thoroughly clean all surfaces involved.
 - 2. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.3 PIPE AND EQUIPMENT IDENTIFICATION

- A. Identify all piping and equipment exposed to the atmosphere, both interior and exterior, and including pipe located in concrete pipe trenches, using markers that meet the ANSI A13.1-2015 Standard.
- B. Primary identification: marker shall have pipe content labeled and direction arrow per A13.1-2015 Standard.
1. Potable Water
 2. Drain
 3. Odor
 4. FOG
 5. Overflow
- C. Size: markers shall meet the following size criteria per ANSI A13.1-2015 Standard:

<u>Fits pipe outer diameter</u>	<u>Length of Color Field</u>	<u>Letter Height</u>
<3/4"	Note 1	Note 1
3/4" to 1-1/4"	8"	1/2"
1-1/2" to 2"	8"	3/4"
2-1/2" to 6"	12"	1-1/4"
8" to 10"	24"	2-1/2"
Over 10"	32"	3-1/2"

1. Label pipe with permanent legible tag.

- D. Colors per ANSI A13.1-2015 Standard:

<u>Classification</u>	<u>Color Scheme</u>
Fire quenching fluids	White on Red
Toxic & corrosive fluids	Black on Orange
Flammable & oxidizing fluids	Black on Yellow
Combustible fluids	White on Brown
Potable, cooling, boiler feed, & other water	White on Green
Compressed Air	White on Blue

- E. Pipe marker placement per ANSI A13.1-2015 Standard:
1. Adjacent to all valves and flanges
 2. Adjacent to all changes of direction
 3. On both sides of wall or floor penetrations
 4. At every 25' to 50' intervals on straight runs

3.4 PREPARATION OF METAL SURFACES

- A. General:

1. All workmanship for metal surface preparation shall be in strict conformance with the applicable following Steel Structures Painting Council (SSPC) Specifications and additions.

Solvent Cleaning	SP 1
Hand Tool Cleaning	SP 2
Power Tool Cleaning (Wire Brush)	SP 3
White Metal Blast Cleaning	SP 5
Commercial Blast Cleaning	SP 6
Brush-Off Blast Cleaning	SP 7
Pickling	SP 8
Near-White Blast Cleaning	SP 10
Wheelabrator	

2. Wherever the words "solvent cleaning," "hand tool cleaning," "wire brushing," or "blast cleaning," or similar words of equal intent are used in these Specifications or in paint manufacturers' specifications, they shall be understood to refer to the applicable SSPC Specifications listed above.
3. Hand tool clean areas that cannot be cleaned by power tool cleaning.

B. Preblast cleaning requirements:

1. All oil, grease, welding fluxes, and other surface contaminants shall be removed prior to blast cleaning.
2. All sharp edges shall be rounded or chamfered and all burrs, jagged edges, and surface defects shall be ground smooth.
3. Welds and adjacent areas shall be prepared such that there is (1) no undercutting or reverse ridges on the weld bead, (2) no weld spatter on or adjacent to the weld or any other area to be painted, and (3) no sharp peaks or ridges along the weld bead. All embedded pieces of electrode or wire shall be ground flush with the adjacent surface of the weld bead.

C. Blast cleaning requirements:

1. The type of equipment and speed of travel shall be such that the specified degree of cleanliness is obtained. The type and size of abrasive shall be selected to produce a surface profile that meets the coating manufacturer's recommendations for the particular primer to be used. Only dry blast cleaning methods will be permitted. The abrasive shall not be reused unless otherwise approved by the Owner.
2. Abrasive blast cleaning shall not be performed whenever the relative humidity exceeds 85 percent, nor whenever the surface temperature is within 5 degrees F above the dew point of the ambient air.
3. The Contractor shall comply with the applicable State and local air pollution control regulations for blast cleaning.

D. Post-blast cleaning and other cleaning requirements:

1. All surfaces shall be cleaned of all dust and residual particles of the cleaning operations by air blast cleaning or other approved method prior to

- painting. Enclosed areas and other areas where dust settling is a problem shall be vacuum cleaned and wiped with a tack cloth.
2. Surfaces shall be painted within 8 hours after the start of the cleaning operations or sooner if required to preclude surface rusting. Surfaces that have started to rust before they are painted shall be reblasted.

3.5 PREPARATION OF EXISTING COATED AND FIELD REPAIRED SURFACES

- A. Existing coated surfaces to be repainted shall be detergent washed and fresh water rinsed. Loose, abraded, or damaged coatings shall be cleaned to substrate by hand or power tool, SP 2 or SP 3. Surrounding intact coating shall be feathered. One spot coat of the specified primer shall be applied to bare areas overlapping the prepared existing coating. Two full finish coats of the specified material shall be applied overall.
- B. The exact nature of the existing coatings is not known in all cases; and, while it is assumed that they have oxidized sufficiently to prevent lifting or peeling when overcoated with the paints specified, the compatibility shall be checked by application to a small area prior to starting the painting. If lifting or other problems occur, request disposition from the Owner.

3.6 INTERCOAT SURFACE PREPARATION

- A. Previously primed or painted surfaces shall be prepared using a method approved by the paint manufacturer in order to remove all loose and partially embedded overspray and dust particles. All dust and loosened intercoat contaminants shall be air-blown cleaned or vacuumed to provide a clean, dust-free substrate.

3.7 SOLVENT CLEANING

- A. Solvent cleaning shall consist of removal of foreign matter such as oil, grease, soil, drawing and cutting compounds, and any other surface contaminants by the use of solvents, emulsions, cleaning compounds, steam cleaning, or similar materials and methods which involve a solvent or cleaning action. This method conforms with Steel Structures Painting Council SP 1.

3.8 PAINT APPLICATION

- A. General:
 1. All paints and coatings shall be applied in strict accordance with the "Coating Preparation and Application Sheet" (CPAS) and the paint manufacturer's recommendations. The applied coatings shall contain no runs, bridges, shiners, laps, or other imperfections. It is the intent that the coating system shall be free of pinholes and holidays and uniform in texture and color.
- B. Drying:

1. Allow sufficient drying time between coats.
 2. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.
- C. Environmental conditions:
1. Comply with the manufacturer's recommendations as to environmental conditions under which the coating systems may be applied.
 2. Do not apply paint in areas where dust is being generated.
- D. Defects:
1. Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.
- E. Color of undercoats:
1. Slightly vary the color of succeeding coats.
- F. Multiple component coatings:
1. Multiple component coatings shall be prepared using all of the contents of the container for each component as packaged by the paint manufacturer. No partial batches will be permitted. Multiple component coatings that have been mixed shall not be used beyond their pot life. The paint applicator should purchase small quantity kits for touch-up painting and other small areas requiring painting. Only the components specified and furnished by the paint manufacturer shall be mixed. No intermixing of additional components for reasons of color or otherwise, even within the same generic type of coating, will be permitted unless written approval is obtained from the paint manufacturer.
 2. Porous surfaces:
 3. Porous surfaces such as concrete, masonry, stucco, etc., shall have the prime coat thinned to provide maximum penetration and adhesion. Type and amount of thinning shall be determined by the paint manufacturer and is dependent upon the surface density and type of coating.
 4. Porous surfaces specified to receive a water base coating shall be damp, but free of running water, just prior to application of the coating.
- G. Damaged coatings:
1. Damaged coatings, pinholes, and holidays shall have the edges feathered and repaired in accordance with the CPAS and the recommendations of the paint manufacturer.
 2. All finish coats, including touch-up and damage-repair coats shall be applied in a manner which will present a uniform texture and color-matched appearance.
- H. Safety:
1. Painting shall be performed in strict accordance with the safety recommendations of the National Association of Corrosion Engineers

contained in the publication, "Manual for Painter Safety." Unsafe conditions shall be cause for rejection of the work.

3.9 INSPECTION

A. General:

1. The preparation of surfaces and applications of coatings and related materials as required to complete the Work will be subject to inspection by the Owner at all times during performance of the Work.
2. The Contractor shall give the Owner a minimum of 3 days advance notice of the start of any surface preparation work or coating application work. All such work shall be performed only in the presence of the Owner, unless the Owner has granted prior approval to perform such work in his absence. Work which has been performed in the absence of the Owner without his prior approval, or work which is not performed in strict compliance with the procedures set forth in these Specifications, will be subject to rejection.
3. Items of metalwork which have shop-applied coatings shall not be shipped until the coatings have been inspected by the Owner and the items have been released for shipment, unless otherwise approved by the Owner.
4. Inspection by the Owner, or the waiver of inspection of any particular portion of the work, shall not be construed to relieve the Contractor of his responsibility to perform the work in accordance with these Specifications.

B. Surface preparation:

1. Surface preparation will be inspected for compliance with the "Coating Preparation and Application Sheet" (CPAS) and these Specifications. All surfaces shall be subject to inspection prior to the start of the surface preparation.
2. Blast cleaned surfaces of mild steel shall be cleaned to the final finish displayed in the Pictorial Surface Preparation Standards for Painting Steel Structures, SSPC- VIS- 1- 67T. The Contractor and the Owner shall use the visual standards as a guide in determining the minimum degree of surface preparation required.
3. Surfaces of castings and of metals other than mild steel shall be cleaned to the degree of contaminant removal specified in the applicable SSPC surface preparation. A rational method for evaluating the degree of cleanliness of the particular surface shall be determined by the Owner.
4. The surface profile shall be measured for conformance with a Keane-Tator surface comparitor.

C. Number of coats:

1. Only inspected and approved coats of paint will be considered in determining the number of coats applied.

3.10 DRY MIL THICKNESS

- A. General:
 - 1. Apply all coatings to the dry mil thickness indicated in the "Paint Schedule."
- B. Measurement:
 - 1. After repaired and recoated areas have dried sufficiently, final tests will be conducted by the Owner. Coating thickness specified in mils will be measured with a magnetic type dry-film thickness gauge such as Mikrotest, supplied by Nordsen Pacific, Buena Park, California. Discontinuities and voids in the coatings (except zinc primer and galvanizing) will be determined with an electrical holiday detector, spark type, or other means recommended by the manufacturer for coating type and thickness.

3.11 CLEANING UP

- A. General:
 - 1. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose.
 - 2. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.
 - 3. All cloths and cotton waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day.
- B. Prior to final inspection:
 - 1. Upon completion of this portion of the Work, visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

3.12 PAINT SCHEDULE

- A. Below is a list of the various paint systems included in this Section. The systems are categorized according to exposure or surface. Some systems include alternative types of coatings which will perform satisfactorily for the particular exposure.
- B. Provide coatings in accordance with the following exposure schedule:

Exposure	Surface Preparation	Paint System	Note (see below)
Prefinished machinery coating	Hand Tool Cleaning	5	3
Exposed galvanized steel, copper and other non-ferrous metals	Solvent clean, lightly Hand Sand	6	4
Factory finish coated items not requiring field painting	Touchup	-	5

C. Notes to Application Schedule:

1. These surfaces include, but are not limited to: general miscellaneous ferrous metal; machinery; pumps; blowers; compressors; supports; valve handwheels and stands; valve bodies; above ground piping systems; pipes; valves and fittings in vaults; structural steel; steel elements; except where other systems in this schedule are more specifically applicable.
2. Apply this system to both ferrous metal and galvanized metal submerged in or suspended over water. These surfaces include but are not limited to machinery parts, piping, valves, brackets and supports, and miscellaneous supports, braces and pump columns. Do not blast clean galvanized surfaces; instead provide one prime coat of 40 passivator prior to finish painting. Coat inaccessible surfaces prior to erection.
3. All piping, valves, pumps, drives, machinery, and equipment that have factory finish coats that will be exposed to atmosphere. This system provides for repair of above named items and color uniformity with rest of field coat items.
4. Exposed galvanized steel items except those specifically excluded, exposed copper pipe and other non-ferrous metal items.
5. All panels and equipment with factory finishes identified elsewhere as not requiring field paint, damaged during shipping, storage, or installation: touch-up in the field in a manner compatible with the factory coating with respect to paint type, color, and texture. Touch-up fusion epoxy-coated items only with material provided by the fusion epoxy fabricator. If more than 5% of the surface requires touchup, return the items to the fabricator for recoating.

END OF SECTION

26 05 00
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Provide labor, materials, equipment, transportation and perform operations necessary or incidental to the proper execution and completion of the electrical work, whether specifically mentioned or not, and as directly indicated or reasonably implied by the Drawings and Specifications.

1.2 WORK SPECIFIED IN THESE DIVISIONS:

- A. Section 26 05 19: Low Voltage Conductors and Cables
- B. Section 26 05 26: Grounding and Bonding for Electrical Systems
- C. Section 26 05 33: Raceway and Boxes for Electrical Systems
- D. Section 26 05 53: Identification for Electrical Systems
- E. Section 26 27 26: Wiring Devices

1.3 WORK SPECIFIED IN OTHER DIVISIONS:

- A. Section 40 61 00: Instrumentation
- B. Section 40 63 43: Programmable Logic Process Controllers

1.4 WORK NOT INCLUDED

- A. In any case, cooperate with the other trades who may or may not be party to this Contract for the purpose of coordinating the electrical requirements and installation of equipment, materials, and furnishings provided by those other trades, including the Owner.

1.5 CODES AND STANDARDS

- A. Provide equipment and materials which conform to, and perform the installation thereof in accordance with the following codes and industry standards. The applicable version of each shall be that in effect as of the date of the Contract:
 - 1. The National Fire Protection Association (NFPA 70).
 - 2. American National Standards Institute (ANSI).
 - 3. Florida State Fire Marshal (FSFM).
 - 4. Underwriters' Laboratories (UL).

5. National Electrical Manufacturers' Association (NEMA).
 6. Institute of Electrical and Electronics Engineers (IEEE).
 7. National Electrical Safety Code (NESC).
 8. Electrical Safety Orders.
 9. Other applicable local codes and ordinances.
- B. Where the authority-having-jurisdiction makes an interpretation or decision, as is their prerogative in accordance with the Code, such direction shall be considered a part of these Contract Documents as if contained herein. With respect to completing the intent of the Contract Documents, comply with any and all requirements of the authority-having-jurisdiction and utility company field inspectors, at no additional cost.
- C. The above referenced codes and standards are considered to be absolute minimum requirements. The Drawings and Specifications shall take precedence over the above referenced codes and standards where materials or workmanship of higher quality or larger size is indicated. Nothing in these Drawings or Specifications shall be construed to allow work not conforming to the applicable codes and standards.

1.6 REVIEW OF CONTRACT DOCUMENTS

- A. Examine all relevant Contract Documents including Drawings, Specifications, and Shop Drawings in order to become acquainted with the Work of other installers whose activities will adjoin or be affected by the Electrical Work.

1.7 PERMITS, LICENSES, AND FEES

- A. Procure and pay for all permits, licenses and fees that are required to carry out and complete the Electrical Work.
- B. Pay for building department or utility company imposed inspection fees.
- C. Pay utility company charges for normal or after hours shutdowns, service calls, repairs, and cable locating that are directly related to the installation of the Electrical Work.

1.8 SITE VERIFICATION OF INFORMATION

- A. Visit the project site prior to submitting a bid and verify the condition, location and dimensions of buildings, equipment, and facilities. Become acquainted with conditions under which the Work is to be performed and which may affect the cost thereof.
- B. Verify at the project site, the accuracy of information shown on the Drawings regarding existing equipment, materials, and facilities. This includes but is not limited to: size, type, rating, quality, age, and serviceability. No allowance will be

made on behalf of the Contractor for extra expenses resulting from the failure to discover conditions affecting the Work.

1.9 WORKING SPACE

- A. Maintain adequate work space around, and access to, electrical and mechanical equipment in strict accordance with the applicable Codes. Verify during the course of construction that sufficient space will be available for the installation equipment, fixtures, etc.

1.10 MATERIALS AND SUBSTITUTIONS

- A. Materials shall be new, high quality, free from defects, of standard make, and of the brand or grade as shown on the Drawings or specified herein. Specific trade names are used in the Drawings and Specifications in order to establish the standard grade and characteristics of said items. This does not imply the right upon the part of the Contractor to use other materials or methods without the approval of the Owner.
- B. Electrical materials and equipment shall bear the label of, or be listed by, the Underwriters' Laboratories (UL) wherever standards have been established and label service is regularly furnished by that agency. Comply with the installation and application requirements of UL as documented in their published directories.
- C. Unless specifically noted, equipment and systems shall be the product of a manufacturer who has been in the manufacture of, and has nationally distributed catalogs covering the ratings and specifications of, said equipment or systems, for a period of not less than five (5) years.
- D. Maintain uniformity throughout the Project by making use of only one make or brand of material for each material used.
- E. Substitutions of materials or methods will only be allowed if such items are approved in writing by the Owner as equal in quality and utility to the specified items. Submit a list of proposed substitutions within thirty (30) days of the award of the Contract. Include on the list the original manufacturer's name and model number, the proposed manufacturer's name and model number, catalog cut sheets, ratings, sizes, performance curves, shop drawings, and other data as may be required to demonstrate equality to the specified item.
- F. The approval of a substitution does not authorize any deviation from the utility, size, function, or durability of the specified item unless specifically pointed out and requested in the proposed substitution list, and said deviation is approved in writing by the Owner. Responsibility of the Contractor for dimensional considerations or space conflicts is not relieved by the approval of a substitution.

- G. If requested by the Owner, submit samples of materials and equipment for approval prior to installation.

1.11 ELECTRICAL SUBMITTALS

- A. See the Design-Assist Agreement for conditions of submittal approval and general requirements for submission of shop drawings.
- B. Submit a minimum of five copies (or more as required by the Design-Assist Agreement) of electrical shop drawings and manufacturer's cut sheets for equipment and materials as noted in each Division 26 specification section. Bind the submittals as complete volumes according to classification of equipment such as power, lighting, fire alarm, etc. When possible, make all electrical submittals at the same time.
- C. Submit shop drawings and supporting data as instruments of the Contractor. Stamp each item in the submittal documents with the Contractor's stamp, thereby stating that the equipment meets all requirements and conditions of the Drawings and Specifications. In particular, certify that the items shown on the shop drawings conform to the dimensional, environmental, and space restrictions as pertains to all work under this Contract and the work of other parties in conjunction with this Project.
- D. Provide a blank space on the title page of each submittal classification for the Owner's or Engineer's approval stamp and comment field. The minimum size of such space shall be eight inches wide by five inches high.

1.12 DRAWINGS AND SPECIFICATIONS

- A. The data and information contained on the Drawings is as accurate as was reasonably possible at the time they were produced, but absolute accuracy is not guaranteed. Exact locations, distances, elevations, etc., will be dictated by the actual building and the conditions at the site.
- B. The layout of electrical equipment, wiring, and accessories is shown in a diagrammatic fashion (not pictorially) in order to achieve clarity and legibility. Although the size and location of electrical equipment is drawn to scale wherever possible, refer to all data in the Contract Documents and field verify this information as the project progresses. Examine architectural, structural, mechanical, and other drawings to determine the exact location of conduits, outlets, fixtures, and equipment and to note any conditions which may affect the electrical work.
- C. The Drawings and Specifications may be superseded by later detail drawings and specifications prepared by the Owner. Conform to such detail drawings, specifications, addenda, change orders, other reasonable changes as if they are

contained herein. See the Design-Assist Agreement for change order cost considerations.

- D. Because the Electrical Drawings may be distorted for clarity of representation, it may be necessary to field verify the exact location of electrical outlets, lights, switches, etc. in order to conform to the architectural elements. The Owner reserves the right to make minor changes to the locations of equipment, devices, and wiring shown on the Drawings, at no additional cost, providing the changes are ordered before the rough-in of conduit, boxes, or related items is completed, and no extra material are required.
- E. Determine the appropriate location of lighting fixtures, outlets, wall-mounted devices, etc. by studying the reflected ceiling plans, sections, layout plans and interior elevations. Report conflicting conditions to the Owner before commencing construction.
- F. Conduit quantities, sizes, termination points, and wiring are depicted on the Electrical Drawings. However, not all conduit bends or routing details are necessarily shown. Route conduit so as to conform to the structural conditions, avoid obstructing other trades, maintain space restrictions and keep circulation areas and access openings clear.
- G. Thoroughly examine the Contract Documents prior to submitting a bid in order to determine electrical requirements which are not necessarily indicated on the Electrical Drawings. Include sufficient allowance in the bid sum to cover the costs of these other requirements.
- H. Should the Contractor perceive that the Drawings and Specifications do not sufficiently define the intent of electrical work, contact the Engineer for clarification or additional information. The absence of such contact will be considered as evidence of understanding, on the part of the Contractor, of the intended Electrical Work and the required installation thereof.

1.13 WORKMANSHIP

- A. Constantly supervise the work personally or through an authorized and competent representative. Keep the same foreman or supervisor on the project from commencement through completion.
- B. Perform the Electrical work using the highest caliber craftsman available. Workmanship shall be first class and of the best quality available to insure a long and trouble free service life. Allow only experienced and competent workmen on the job.

1.14 COOPERATION AND COORDINATION

- A. Consult with the other installers and trades in coordinating the Work so as to avoid conflicts, omissions and delays. Cooperate with other contractors, third parties, and the Owner in order to expedite the project and provide for the proper execution of the building as a whole. Work performed without regard to other trades or the overall project scheme, may necessarily be required to be moved at the Contractor's expense.

1.15 MANUFACTURER'S DIRECTIONS

- A. Adhere to the manufacturer's directions regarding the proper installation and configuration of electrical equipment where those directions cover points not included in these Drawings and Specifications.

1.16 PROTECTION AND STORAGE

- A. Deliver electrical materials to the site new, and in unbroken packages. Provide for the temporary storage of such materials, equipment, and construction tools in accordance with the Design-Assist Agreement. Protect electrical equipment and materials during transit, storage and handling to prevent damage, soiling and deterioration.
- B. During shipping storage and handling protect electrical materials from damage of any type including dust, water, over-spray, and temperature. Avoid damage during construction to the work and materials of other trades as well as the electrical work and material. Repair or replace, at the Contractor's expense, defective or damaged items such that the entire Work is completed in a condition satisfactory to the Owner.

1.17 EXCAVATION, CUTTING, PATCHING, AND REPAIR

- A. Perform excavation and backfill required for the installation of electrical sub-structures. Restore grounds, walkways, roadways, curbs, walls, and other existing underground facilities to their original condition.
- B. Cut, core-drill, and demolish existing walls, floors, ceilings and other building surfaces as required for the installation of Electrical Work. Obtain the approval of the Owner prior to performing any operation which may affect any structural elements of the building.
- C. Patch and repair wood, plaster, tile, or concrete surfaces which have been damaged by the installation of the Electrical Work so that the finished surface matches the surrounding conditions.

1.18 FLASHING, WATERPROOFING AND SEALING

- A. In general, install in an approved watertight manner, Electrical Work which pierces exterior walls or waterproofing membranes. Flash and counter-flash roof and wall penetrations in a manner described in other applicable sections of this Specification and as approved by the Owner.
- B. Fit conduits passing through finished walls with steel escutcheon plates of brass, chrome, or painted finish as directed by the Owner. Grout penetrations of floor slabs, concrete or masonry walls with an approved grout or silicone elastomeric caulk.

1.19 CLEANING, ADJUSTING, AND TOUCH-UP

- A. Remove on a daily basis electrical debris, scraps, packaging material and other rubbish. Dispose of such items off-site in an approved manner and debris. Maintain the site free from physical hazards at all times in accordance with OSHA regulations. See the Design-Assist Agreement for additional requirements.
- B. After installation, completely clean electrical equipment, fixtures, and materials of excess paint, over-spray, plaster, cement, insulating products, and other foreign matter. Leave the Electrical Work in a clean, finished, dry, level, like new condition.
- C. Touch-up paint scratches and scuffs on electrical equipment and lighting fixtures with paint recommended by the manufacturer and matching the original item finish.
- D. Make setting, adjustments, and programming in accordance with the manufactures' operating and installation instructions. Settings and program variables will be issued by the Owner prior to commissioning of the electrical system.

1.20 AS-BUILT DRAWINGS

- A. Throughout the project, maintain accurate and current record documents. Show on the record drawings deviations from the Electrical Drawings, locations of underground conduits and pull-boxes, and concealed equipment which is not readily apparent. Dimension the record drawings using permanent, readily identified benchmarks such as column or wall lines.
- B. At the completion of the project, present one clearly legible set of the record drawings to the Owner.

1.21 INSPECTIONS AND TESTING

- A. Arrange for the inspection of the Work at various stages of completion by the Authority Having Jurisdiction, utility company representatives, and the Owner. Comply with all directions and remedial measures issued thereby. Any objections

to these orders on the part of the Contractor must be presented to the Owner in writing within forty eight (48) hours of the inspection report.

- B. Coordinate the installation of the Work so that observation of all rough-in, concealed, or underground Work can take place by the Owner. Provide a minimum of seventy two (72) hours notice to the Owner prior to covering up the work. Uncover Work that has not been properly observed and make repairs to restore the Work and adjoining surfaces to their proper condition at no additional cost.
- C. Perform tests of the electrical system during the course of the project and at project completion to ensure safe and proper function in accordance with the Contract Documents, manufacturers' recommendations, and applicable codes. Provide complete documentation of all test results to the Owner prior to project completion. Testing shall include, but not necessarily be limited to, the following:
 - 1. Test for short circuits, open circuits, neutral leakage, and improper grounds on feeders and branch circuits. Perform this test with mains in disconnect from feeders, branch circuits closed, fixtures and devices permanently connected, lamps removed from sockets and wall switches closed.
 - 2. Provide insulation resistance tests of all phase and neutral circuit conductors using a 500 Volt Megger for circuits of 240 Volt rating and below, and a 1000 Volt Megger for circuits of 277 volts and above. Minimum acceptable insulation resistance is one (1) megohm.
 - 3. Perform a ground resistance test of each main grounding electrode system, ground rod, and supplemental grounding electrode. Utilize a calibrated, direct reading, earth ground test set and make the tests using the "Three-terminal, Fall-of-Potential" method. The maximum allowable earth ground resistance is 25 ohms.
 - 4. Test for proper phase-to-phase and phase-to-neutral operating voltage on the main service and on each separately derived system. Perform this test at full load and at no load. With all circuits at full operating conditions, test the phase and neutral load currents using a clamp-on ammeter.
 - 5. Tests as required by other sections of these Specifications.
 - 6. Tests as prescribed by individual equipment manufacturers whether or not described in these Specifications.
- D. At project completion, demonstrate to the Owner that the entire installation is complete, in proper operation condition and that the Contract has been properly and fully executed. Activate all circuits, lights, devices, and controls under full load and normal operating conditions. Identify faulty items and immediately replace or repair defective equipment, workmanship, and materials to like new condition and retest in the presence of the Owner.
- E. At the completion of the Project, demonstrate to the Owner that the entire electrical system is free from short circuits and improper grounds, or upon request of the Owner anytime, make necessary tests under the observation of the Owner

which will ensure that electrical equipment, materials and installation methods are as specified.

1.22 GUARANTEE

- A. In accordance with Design-Assist Agreement requirements.

1.23 WARRANTIES, CERTIFICATES, AND OPERATING MANUALS

- A. Properly fill out and deliver to the Owner, all warranties, guarantees, certificates, etc. for equipment and materials that are furnished and installed under this Section of the Work. The effective date on each item shall be the date of acceptance of the work by the Owner.
- B. Deliver to the Owner, a minimum of two (2) copies of the manufacturers' operating and maintenance manuals for major items of equipment.

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SECTION 26 05 19
LOW VOLTAGE CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SUMMARY

- A. Wire and cable, This section covers all labor, material, tools, equipment and services required to install power conductors, control cables, wiring connectors and connections.

1.2 RELATED SECTIONS

- A. Section 26 05 00: Common Work Results for Electrical
- B. Section 26 05 26: Grounding and Bonding for Electrical Systems
- C. Section 26 05 33: Raceways and Boxes for Electrical Systems
- D. Section 26 05 53: Identification for Electrical Systems

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. ASTM B 3 Soft or Annealed Copper Wire
- B. ASTM B 496 Compact Round Concentric-Lay-Stranded Copper
Conductors
- C. ASTM B 8 Concentric-Lay-Stranded Copper Conductors, Hard,
Medium-Hard, or
- D. Soft
- E. ANSI C 2 National Electrical Safety Code – latest edition
- F. IEEE 242 Recommended Practice for Protection and Coordination of
Industrial and
- G. Commercial Power Systems.
- H. IEEE 399 Recommend Practice for Industrial and Commercial Power
System
- I. Analysis.
- J. NECA Standard of Installation.
- K. NEMA WC-26 Wire and Cable Packaging
- L. NETA ATS National Electrical Testing Association Acceptance Testing
- M. Specifications for Electrical Power Distribution Equipment and Systems.
- N. NFPA 70 National Electrical Code – latest edition.

- O. UL 83 Thermoplastic-Insulated Wires and Cables.
- P. UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors.
- Q. UL 510 Polyvinyl Chloride, Polyethylene and Rubber Insulating Tapes.

1.4 SYSTEM DESCRIPTION

- A. The applications for cable, wire and connectors required, but not limited to, are as follows:
 - 1. Power distribution circuitry.
 - 2. Lighting circuitry.
 - 3. Appliance and equipment circuitry.
 - 4. Wiring for motors of mechanical equipment
 - 5. Wiring from the motor(s) of mechanical equipment to the disconnect switches or junction boxes, including wiring for pushbuttons, pilot lights, interlocks and similar devices as directed, shown, or specified.
 - 6. Wiring from the motors of mechanical equipment to motor starters, including other auxiliary wiring as may be required, directed, or shown.
 - 7. Line voltage wiring as required by other Divisions 2 thru 15, and interlocking to motor starters.
 - 8. Control wiring for motors, mechanical equipment, relays and switches, and similar mechanical-electrical devices.
 - 9. Line voltage wiring to thermostats, alarm systems and other miscellaneous equipment.

1.5 PROJECT CONDITIONS

- A. All conductor sizes are based on copper.
- B. Wire and cable routing shown on Drawings is diagrammatic unless dimensioned.
- C. The contractor shall be responsible for any and all raceways and raceway/cable supports in accordance with all other sections of these specifications.

1.6 REGULATORY REQUIREMENTS

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. (UL), Electrical Testing Laboratories, Inc. (ETL), or other recognized, acceptable testing and listing agencies as suitable for the purpose specified and shown.

1.7 CONTRACTOR SUBMITTALS

- A. Product Data:
 - 1. Submit manufacturer's catalog cuts and technical data for building wire and cables.

2. Field Test Report:
3. Measure overall insulation resistance to ground. Provide certified test report for Engineer's Review.

1.8 CLOSEOUT SUBMITTALS

- A. Provide project record documents showing actual locations of components and circuits.
- B. Submit final certified test reports of all insulation resistance tests.

1.9 QUALIFICATIONS

- A. Manufacturer shall be a Company specializing in manufacturing products specified in this section with a minimum of five (5) years experience.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products on site in accordance with Division 1 requirements.
- B. Accept cable and accessories on site in manufacturer's packaging. Inspect for damage.
- C. Store and protect cable and accessories from the environment in accordance with manufacturer's published instructions. Provide adequate heating and ventilation to prevent condensation.
- D. Damaged items shall be replaced at no additional cost to COUNTY.

1.11 COORDINATION

- A. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
- B. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 feet of length shown.

PART 2 PRODUCTS

2.1 BUILDING WIRE AND CABLE

- A. Building wire and cable shall be UL83 compliant, insulated, single conductor, copper, solid or stranded, rated for 600-volts AC. The insulation shall be thermoplastic material rated for 90 degrees Celsius dry locations, 75 or 90 degrees Celsius wet locations, THW, THHN/THWN, THHN/THWN-2, RHW or XHHW, per ANSI/NFPA 70.
- B. For Interior Dry Location: Use only building wire, THHN/THWN or THHN/THWN-2 insulation rated 90 degree Celsius, in raceway.
- C. For Exterior Wet or Dry Locations: Use only XHHW insulation rated for 90 degree Celsius, in raceway.
- D. For Underground Dry or Wet Locations: Use only XHHW insulation rated 90 degree Celsius, in raceway.
- E. For connections to electrical equipment, coordinate wire type with equipment manufacturer.
- F. Manufacturer: Aetna, General Cable, Okonite Company, Southwire

2.2 INSTRUMENTATION CABLE

- A. Single Pair (600 Volt No.16 AWG Twisted, shielded pair instrumentation Cable, Type TC):
 - 1. General: Single pair instrumentation cable designed for noise rejection for process control, computer, or data log application. Suitable for installation in cable tray, conduit, data approved raceways. Minimum cable temperature rating shall be 90°C dry locations, 75°C wet locations
 - 2. Individual Conductors: Soft annealed copper, Class B, 7-strand concentric per ASTM B8, 22 AWG, 7-strand copper tinned drain wire.
 - 3. Insulation and Jacket: Each conductor PVC / Nylon insulation. Pair conductors pigmented black and white. Jacket flame-retardant and sunlight and oil resistant PVC with 45 mils nominal thickness. Shield aluminum/Polyester overlapped to provide 100 percent coverage.
 - 4. Dimension: 0.345 inch nominal OD.
 - 5. Manufacturer: Alpha Wire Corporation, Belden, General Cable, the Okonite Company, Lake Cable
- B. Single Triad (600 Volt No.16 Twisted, Shielded Triad Instrumentation Cable, Type TC):
 - 1. General: Single triad instrumentation cable designed for noise rejection for process control, computer, or data log application. Suitable for installation

- in cable tray, conduit or other approved raceways. Minimum cable temperature rating shall be 90°C dry locations, 75°C wet locations.
2. Conductors: Soft annealed copper, Class B, 7-strand concentric per ASTM B8, 22 AWG, 7-strand copper tinned drain wire.
 3. Insulation and Jacket: Each conductor, PVC/Nylon insulation. Triad conductors pigmented black, red, and white. Jacket flame-retardant and sunlight and oil retardant PVC with 45 mils nominal thickness. Shield aluminum/Polyester, overlapped to provide 100 percent coverage
 4. Dimensions: 0.360-inch nominal OD5.
 5. Manufacturers: Alpha Wire Corporation, Belden, General Cable, the Okonite Company, Lake Cable
- C. Multi-conductors, Multi-pairs, or Multi-triads not acceptable, unless used for cable tray application. Cable runs that are partially or totally run in cable tray shall be of multi-conductor type for wire sizes that are required in the NEC.

2.3 EQUIPMENT GROUNDING CONDUCTORS:

- A. Provide stranded copper conductors, as indicated or as required by NEC, for equipment grounding. All grounding conductor shall be stranded copper.
- B. Provide conductors with green Type THHN insulation with minimum thickness of 1/32-inch.

2.4 WIRING CONNECTORS

- A. Split Bolt Connectors:
FCI Burndy Corp.
Cooper Crouse Hinds.
O.Z./Gedney Co.
Thomas & Betts Co.
3-M Co.
- B. Solderless Pressure Connectors:
FCI Burndy Corp.
Ideal Industries Co.
Thomas & Betts Co.
3-M Co.
- C. Spring Wire Connectors:
Ideal Industries Co.
3-M Co.
- D. Compression Connectors:

FCI Burndy Corp.
Thomas & Betts Co.
3-M Co.

2.5 WIRE COLOR CODE

- A. Color-code all conductors:
1. Wire sizes No. 10 AWG and smaller shall have integral color-coded insulation.
 2. Wire sizes No. 8 AWG and larger may have black insulation but shall be identified by color-coded electrical tape at all junction, splice, pull, or termination points.
 3. Color tape shall be applied to at least 3 inches of the conductor at the termination ends and in junction or pull boxes or where readily accessible.
 4. Conductors for all systems shall not change color at splice points.
 5. Where there are two or more neutrals in one conduit, each shall be individually identified with the proper circuit.
 6. For No. 4 AWG and larger ground conductors, identify with green tape at both ends and all visible points, included in all junction boxes.
- B. Each phase wire shall be uniquely color-coded as indicated below for the City of Roseville panel:

ELECTRICAL WIRE	COLOR
3-PHASE 480 VOLTS SYSTEM CONDUCTORS	PHASE A - BROWN PHASE B - ORANGE PHASE C - YELLOW
SINGLE-PHASE CONDUCTORS FOR 208/240 VAC CIRCUITS	PHASE A - BLACK PHASE B - RED PHASE C - BLUE (Note 1; Note 2)
NEUTRAL CONDUCTOR	120 VAC - WHITE 277 VAC - GRAY
INSULATED EQUIPMENT GROUNDING CONDUCTOR	GREEN
GENERAL PURPOSE AC CONTROL CONDUCTORS	VIOLET
Note 1: Identify 15 kilovolt class cables with 3 stripes of colored tape using the phase colors listed above.	
Note 2: Identify 5 kilovolt class cable with 2 stripes of color tape using the phase colors listed above.	

Instrumentation Wire Color Coding	
24 VDC WIRE	COLOR
(+) 24 VDC	RED
(-) 24 VDC	GRAY
ANALOG SIGNAL	POS. = BLACK NEG = CLEAR
DISCRETE EVENTS & LOW VOLTAGE CONTROL	POS. = RED
	NEG. = GRAY
GROUND	GREEN
120 VAC WIRE	COLOR
POWER (L1)	BLACK
NEUTRAL (L2)	WHITE
CONTROL	VIOLET
GROUND	GREEN

- C. Each phase wire shall be uniquely color-coded as indicated below for the PCWA panel and equipment:

DESCRIPTION	PHASE/CODE LETTER	FIELD WIRE	INTERNAL PANEL WIRE
480 V, 3 PHASE	A	BROWN	BROWN
	B	ORANGE	ORANGE
	C	YELLOW	YELLOW
240 V or 208 V, 3P	A	BLACK	BLACK
	B	RED (ORANGE high leg)	RED
	C	BLUE	BLUE
240 / 120 V, 1 P	L1	BLACK	BLACK
	L2	RED	RED
AC CONTROL	C	VIOLET	RED
DC CONTROL	C	DARK BLUE	LIGHT BLUE
DC Common (+)	C	DARK BLUE	GREY
FOREIGN VOLTAGE	C	Per Field Wire Requirement	YELLOW
NEUTRAL	N	WHITE	WHITE
GROUND	G	GREEN	GREEN
Multi-Conductor Signal Cable	SC	Individual conductors shall be Unique Color Coded	Individual conductors shall be Unique Color Coded
SHIELDED PAIR	S (+)	WHITE/CLEAR	WHITE/CLEAR
	S (-)	BLACK	BLACK

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire and cable has been completed.
- C. Verify that raceway installation is complete and supported as required by the specifications.

3.2 PREPARATION

- A. Test raceway with a mandrel and thoroughly swab out to remove foreign material before pulling cables.
- B. For conduits sizes less than 3 inches, draw a stiff bristle brush through until conduit is clear of particles of earth, sand and gravel.
- C. For conduits sizes 3 inches and larger, draw a flexible testing mandrel approximately 12 inches long with a diameter less than the inside diameter of the conduit through the conduit. Then draw a stiff bristle brush through until conduit is clear of particles of earth, sand and gravel.

3.3 INSTALLATION

- A. General:
 - 1. Install wire and cable in accordance with manufacturer's instructions and NECA "Standard of Installation".
 - 2. Route wire and cable as required to meet project conditions.
 - 3. Identify and color code wire and cable. Identify each conductor with its circuit number or other designation indicated.
 - 4. Protect exposed cable from damage.
 - 5. Pull all conductors into raceway at same time.
 - 6. Use suitable wire pulling lubricant for building wire No. 4 AWG and larger. Lubricant shall not be deleterious to the cable sheath, jacket or outer covering.
 - 7. Do not exceed cable manufacturer's recommended pulling tension limits when installing wire or cable.
 - 8. Support cables above accessible ceiling using standard support methods to support cables from structure. Do not rest cable on ceiling panels.
 - 9. Neatly train and lace wiring inside boxes, equipment, and panelboards
- B. Cable and Wire Size:
 - 1. Conductor sizes are based on copper unless specifically indicated as aluminum or "AL".
 - 2. Use conductor no smaller than No. 12 AWG for power and lighting circuits.
 - 3. Use conductor no smaller than No. 14 AWG for control circuits.
 - 4. Use No. 10 AWG conductors for 20 ampere, 120-volt branch circuits longer than 75 feet.
 - 5. Use No. 10 AWG conductors for 20 ampere, 277-volt branch circuits longer than 200 feet.
 - 6. Use stranded conductor for all feeders, branch and control circuits.
- C. Cable Identification

1. Identify all wires and cables as specified in other Sections of these Specifications.
- D. Special Techniques - Wiring Connections:
1. Clean conductor surfaces before installing lugs and connectors. Where an anti-oxidation lubricant is used, apply liberally, coating all exposed conductor surfaces.
 2. Use suitable cable fittings and connectors.
 3. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 4. Use split bolt connectors for copper conductor splices and taps, No. 8 AWG and larger.
 5. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, No. 8 AWG and smaller.
 6. Tape un-insulated conductors and connector with two layers of half-lapped rubber insulating compound tape and two layers of half-lapped, 7-mil electrical tape, Scotch 33+, or equal.
 7. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, No. 10 AWG and smaller.
 8. Stranded conductors for control circuits shall have fork or ring terminals crimped on for all device terminations. Bare stranded conductors shall not be placed directly under the screws.

3.4 FIELD QUALITY CONTROL

- A. Field inspection and test shall be performed under provisions of NETA ATS section 7.3 (2) - Low Voltage Cables, 600-Volt Maximum as follows.

Visual and Mechanical Inspection:

1. Compare cable data with drawings and specifications.
2. Inspect exposed sections of cable for physical damage and correct connection in accordance with single-line diagram.
3. Inspect all bolted electrical connections for high resistance using one of the following methods:
4. Use of low-resistance ohm-meter in accordance with NETA section 7.3.2.2 (Electrical Tests).
5. Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data from NETA ATS Table 10.12.
6. Inspect compression-applied connectors for correct cable match and indentation.
7. Verify cable color coding with applicable specifications and National Electrical Code.

Electrical Tests:

1. Perform insulation-resistance test on each conductor with respect to ground and adjacent conductors. Applied potential shall be 500 volts dc for 300 volt rated cable and 1000 volts dc for 600 volt rated cable. Test duration shall be one minute.
2. Perform resistance measurements through all bolted connections with low-resistance ohmmeter, if applicable, in accordance with Section 7.3.2.1 (Visual and Mechanical Inspection).
3. Perform continuity test to insure correct cable connection.
4. Correct malfunctions and/or deficiencies immediately as detected at no additional cost to the District, including additional verification testing.
5. Subsequent to final wire and cable terminations, energize all circuitry and demonstrate functional adequacy in accordance with system requirements.

Test Values:

1. Compare bolted connection resistance to values of similar connections.
2. Bolt-torque levels should be in accordance with NETA ATS Table 10.12 unless otherwise specified by the manufacturer.
3. Micro-ohm or milli-volt drop values shall not exceed the high levels of the normal range as indicated in the manufacturer's published data. If manufacturer's data is not available, investigate any values which deviate from similar connections by more than 50 percent of the lowest value.
4. Minimum insulation-resistance values should not be less than 50 meg-ohms.
5. Investigate deviations between adjacent phases.

END OF SECTION

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes: Grounding and bonding for electrical systems.
- B. Section includes: Grounding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
 - 2. Ground bonding common with lightning protection system.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Ground rings.
 - 4. Grounding arrangements and connections for separately derived systems.
- B. Qualification Data: For qualified testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in "Operation

and Maintenance Data," include instructions for periodic testing and inspection of grounding features at test wells and ground rings based on NFPA 70B

1. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
2. Include recommended testing intervals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
 1. No. 4 AWG minimum, soft-drawn copper.
 2. Conductor Protector: Half-round PVC or wood molding; if wood, use pressure-treated fir, cypress, or cedar.

- D. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad, round type; 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

PART 3 EXECUTION

3.1 APPLICATIONS

- B. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- C. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0AWG minimum.
 - 1. Bury at least 24 inches (600 mm) below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- D. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.

- 4. Connections to Structural Steel: Welded connectors.
- E. Comply with IEEE C2 grounding requirements.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Three-phase motor and appliance branch circuits.
 - 5. Armored and metal-clad cable runs.
 - 6. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- C. Metal Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
 - 1. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Division 26 Section "Boxes and Raceways for Electrical Systems," and shall be at least 12 inches (300 mm) deep, with cover.
 - 2. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- D. Grounding and Bonding for Piping:
1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- E. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column extending around the perimeter of building
1. Install tinned-copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
 2. Bury ground ring not less than 24 inches (600 mm) from building's foundation.
- F. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70; use a minimum of 20 feet (6m) of bare copper conductor not smaller than No.4 AWG.
1. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within base of foundation.
 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.
- G. Labeling
1. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.
 2. Install labels at the telecommunications bonding conductor and at the grounding electrode conductor where exposed.
 - a. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal at ground test wells. Make tests at ground rods before any conductors are connected.
 - 4. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - 5. Perform tests by fall-of-potential method according to IEEE 81.
 - 6. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 25 ohms.
- H. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Owner promptly and include recommendations to reduce ground resistance.

END OF SECTION

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26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Design-Assist Agreement, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.

- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.

1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.7 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

1.8 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - h. Or approved equal.
 - i. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

2. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 4. Channel Dimensions: Selected for applicable load criteria.
 5. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- B. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 - 5) Or approved equal.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, or stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.

- 6) Or approved equal
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within

specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts
 - 6. To Light Steel: Sheet metal screws.
 - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi (20.7-MPa) , 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete"

- C. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Touchup: Comply with requirements in Division 09 Section for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

26 05 33
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Design-Assist Agreement, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Nonmetal wireways and auxiliary gutters.
 - 5. Surface raceways.
 - 6. Boxes, enclosures, and cabinets.
 - 7. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid steel conduit.
- C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
 - 1. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 3. Anamet Electrical, Inc.
 - 4. Electri-Flex Company.
 - 5. O-Z/Gedney; a brand of EGS Electrical Group.
 - 6. Picoma Industries, a subsidiary of Mueller Water Products, Inc.
 - 7. Republic Conduit.
 - 8. Robroy Industries.
 - 9. Southwire Company.
 - 10. Thomas & Betts Corporation.
 - 11. Western Tube and Conduit Corporation.
 - 12. Wheatland Tube Company; a division of John Maneely Company.
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch (1 mm), minimum.
- F. FMC: Comply with UL 1; zinc-coated steel or aluminum.
- G. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- I. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for

use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.
 - 3. Aruco Corporation.
 - 4. CANTEX Inc.
 - 5. CertainTeed Corp.
 - 6. Condux International, Inc.
 - 7. Electri-Flex Company.
 - 8. Kraloy.
 - 9. Lamson & Sessions; Carlon Electrical Products.
 - 10. Niedax-Kleinhuis USA, Inc.
 - 11. RACO; a Hubbell company.
 - 12. Thomas & Betts Corporation.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.
- F. Rigid HDPE: Comply with UL 651A.
- G. Continuous HDPE: Comply with UL 651B.
- H. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- I. RTRC: Comply with UL 1684A and NEMA TC 14.
- J. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- K. Fittings for LFNC: Comply with UL 514B.

- L. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- M. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Adalet.
 - 2. Cooper Technologies Company; Cooper Crouse-Hinds.
 - 3. EGS/Appleton Electric.
 - 4. Erickson Electrical Equipment Company.
 - 5. FSR Inc.
 - 6. Hoffman; a Pentair company.
 - 7. Hubbell Incorporated; Killark Division.
 - 8. Kraloy.
 - 9. Milbank Manufacturing Co.
 - 10. Mono-Systems, Inc.
 - 11. O-Z/Gedney; a brand of EGS Electrical Group.
 - 12. RACO; a Hubbell Company.
 - 13. Robroy Industries.
 - 14. Spring City Electrical Manufacturing Company.
 - 15. Stahlin Non-Metallic Enclosures; a division of Robroy Industries.
 - 16. Thomas & Betts Corporation.
 - 17. Wiremold/Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

- G. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb (32 kg).
 - 1. Listing and Labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- H. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- I. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum or galvanized, cast iron with gasketed cover.
- J. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- K. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep)
- L. Gangable boxes: are prohibited.
- M. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Fiberglass.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

2.4 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
 - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Oldcastle or comparable product by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation; Hubbell Power Systems.
 - d. NewBasis.

- e. Synertech Moulded Products; a division of Oldcastle Precast, Inc.
 2. Standard: Comply with SCTE 77.
 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 6. Cover Legend: Molded lettering, "ELECTRIC."
 7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 8. Handholes 12 Inches Wide by 24 Inches Long (300 mm Wide by 600 mm Long) and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.
 9. Source quality control for underground enclosures.
- C. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
1. Tests of materials shall be performed by an independent testing agency.
 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

PART 3 EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed Conduit: PVC-Coated GRC.
 2. Concealed Conduit, Aboveground: GRC.
 3. Underground Conduit: RNC, Type EPC-40-PVC, concrete encased under trafficable areas.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed: GRC.

2. Concealed in Ceilings and Interior Walls and Partitions: RNC, Type EPC-40-PVC.
 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 4. Damp or Wet Locations: PVC-Coated GRC.
 5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch (16-mm) trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Complete raceway installation before starting conductor installation.
- C. Comply with requirements in Division 26 Section "Hangers and Supports for Electrical Systems" for hangers and supports.

- D. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- G. A. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- H. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- I. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- L. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

- N. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- O. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- P. Retain "Surface Raceways" Paragraph below if applicable.
1. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- Q. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service raceway enters a building or structure.
 3. Where otherwise required by NFPA 70.
- R. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- S. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m). Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).
 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at

- least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- T. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- U. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- V. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- W. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- X. Locate boxes so that cover or plate will not span different building finishes.
- Y. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- Z. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- AA. Set metal floor boxes level and flush with finished floor surface.
- BB. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 31 Section "Earthwork" for pipe less than 6 inches (150 mm) in nominal diameter.
2. Install backfill as specified in Division 31 Section "Earthwork."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 31 Section "Earthwork."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried conduits but a minimum of 6 inches (150 mm) below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements in Division 26 Section "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors

and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.

- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS**PART 1 GENERAL****1.1 SUMMARY**

- A. This Section includes the following:
 - 1. Ducts in concrete-encased duct banks.
 - 2. Hand-holes and hand-hole accessories.
 - 3. Manholes and manhole accessories.
- B. Related Sections include the following:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems for grounding electrodes and testing of grounds.

1.2 SUBMITTALS

- A. Product Data: For the following:
 - 1. Manhole and hand hole hardware.
 - 2. Conduit and ducts, including elbows, bell ends, bends, fittings, and solvent cement.
 - 3. Duct-bank materials, including spacers and miscellaneous components.
 - 4. Warning tape.
- B. Shop Drawings: Show fabrication and installation details for underground ducts and utility structures and include the following:
 - 1. For precast manholes and hand holes, Shop Drawings shall be signed and sealed by a qualified professional engineer, and shall show the following:
 - a. Construction of individual segments.
 - b. Joint details.
 - c. Design calculations.
- C. Product Certificates: For concrete and steel used in underground precast manholes, according to ASTM C 858.
- D. Product Test Reports: Indicate compliance of manholes with ASTM C 857 and ASTM C 858, based on factory inspection.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store precast concrete units at Project site as recommended by manufacturer to prevent physical damage. Arrange so identification markings are visible.
- B. Lift and support precast concrete units only at designated lifting or supporting points.

1.4 COORDINATION

- A. Coordinate layout and installation of ducts, manholes, and handholes with final arrangement of other utilities and site grading, as determined in the field.
- B. Coordinate elevations of ducts and duct-bank entrances into manholes and handholes with final profiles of conduits as determined by coordination with other utilities and underground obstructions. Revise locations and elevations from those indicated as required to suit field conditions and to ensure duct runs drain to manholes and handholes, and as approved by the Owner's Representative.

PART 2 PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Underground Precast Concrete Utility Structures:
 - a. Carder Concrete Products.
 - b. Christy Concrete Products, Inc.
 - c. Elmhurst-Chicago Stone Co.
 - d. Jensen Precast.
 - e. Utility Vault Co.
 - f. Wausau Concrete Co.
 - g. Or equal.
 - 2. Frames and Covers:
 - a. Alhambra Foundry
 - b. Campbell Foundry Co.
 - c. East Jordan Iron Works, Inc.
 - d. McKinley Iron Works, Inc.
 - e. Neenah Foundry Co.
 - f. Or equal.
 - 3. Nonmetallic Ducts and Accessories:
 - a. Arnco Corp.
 - b. Beck Manufacturing Inc.
 - c. Cantex, Inc.
 - d. Certainteed Corp.; Pipe & Plastics Group.
 - e. ElecSys, Inc.
 - f. Electri-Flex Co.
 - g. Lamson & Sessions; Carlon Electrical Products.
 - h. Manhattan/CDT/Cole-Flex.
 - i. Spiraduct/AFC Cable Systems, Inc.
 - j. Or equal.

2.2 CONDUIT

- A. Conduit and fittings are specified in Division 26 Section "Raceways and Boxes for Electrical Systems."

2.3 DUCTS

- A. Rigid Nonmetallic Conduit: NEMA TC 2, Type EPC-40-PVC, UL 651, with matching fittings complying with NEMA TC 3 and UL 514B.

2.4 HAND HOLES

- A. Precast Handholes: Reinforced concrete, with steel frame and access door assembly as the top of hand hole. Pulling-in irons and other built-in items shall be installed before pouring concrete. Cover shall have nonskid finish and legend. Unit, when buried, shall be designed to support AASHTO H10 loading for sidewalk and landscaped areas and HS20 for roadways, parking lots and loading docks.
- B. Cover Legend:
 - 1. "HIGH VOLTAGE"
 - 2. "ELECTRIC"
 - 3. "COMMUNICATION"
 - 4. "FIRE ALARM"
 - 5. "CATV"
 - 6. Other distinct systems as applicable.

2.5 PRECAST MANHOLES

- A. Precast Units: ASTM 478, with interlocking mating sections, complete with accessories, hardware, and features as indicated. Include concrete knockout panels for conduit entrance and sleeve for ground rod.
- B. Structural Design Loading: ASTM C 857, Class A-16 (AASHTO HS20).

2.6 ACCESSORIES

- A. Duct Spacers: Rigid PVC interlocking spacers.
- B. Manhole Frames and Covers: Per manufacturer recommendation and engineer approval.
- C. Grounding Materials: Comply with Division 26 Section "Grounding and Bonding for Electrical Systems."
- D. Warning Tape: Underground-line warning tape specified in Division 26 Section "Identification for Electrical Systems."

2.7 CONSTRUCTION MATERIALS

- A. Seal manhole section joints with sealing compound recommended by the manhole manufacturer.
- B. Concrete: Use 3000-psi- minimum, or Slurry

PART 3 EXECUTION

3.1 APPLICATION

- A. Underground Ducts for Electrical Cables Higher than 600 V: Type EPC-40-PVC, concrete-encased duct bank.
- B. Underground Ducts for Telephone Utility Service: Type EPC-40-PVC, direct-buried duct bank, except use Type EPC-80-PVC when crossing roads.
- C. Underground Ducts for Communication Circuits: Type EPC-40-PVC, direct-buried duct bank, except use Type EPC-80-PVC when crossing roads.

3.2 CONDUIT AND DUCT INSTALLATION

- A. Exercise care in excavating, trenching, and working near existing utilities. Locate any existing buried utilities before excavating.
- B. Duct banks shall be installed so that the top of the concrete encasement shall be no less than 30 inches below grade or pavement for primary 12K power.
- C. Use solvent-cement joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in the same plane.
- D. Concrete-Encased, Nonmetallic Ducts: Support ducts on duct spacers, spaced as recommended by manufacturer and coordinated with duct size, duct spacing, and outdoor temperature. Install as follows:
 - 1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts and secure separators to earth and to ducts to prevent floating during concreting.
 - 2. Reinforcement: Reinforce duct banks where they cross disturbed earth and where indicated.
- E. Warning Tape: Bury warning tape approximately 12 inches above all concrete-encased duct banks. Align tape parallel to and within 3 inches of the centerline of duct bank.

- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig hydrostatic pressure.
- G. Pulling Cord: Install 100-lbf- test nylon cord in ducts, including spares.

3.3 MANHOLE AND HANDHOLE INSTALLATION

- A. Drainage: Install drains in bottom of units where indicated. Coordinate with drainage provisions indicated. Sumps shall be knocked out at time of installation.
- B. Hardware: Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated.
- C. Field-Installed Bolting Anchors: Do not drill deeper than 3-7/8 inches for anchor bolts installed in the field. Use a minimum of two anchors for each cable stanchion.
- D. Precast Concrete Manhole Installation: comply with ASTM C 891.
 - 1. Install units level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances.
 - 2. Unless otherwise indicated, support units on a level bed of crushed stone or gravel,

3.4 FIELD QUALITY CONTROL

- A. Testing: Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
- B. Grounding: Test manhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Division 26 Section "Grounding and Bonding for Electrical Systems."
- C. Duct Integrity: Pull aluminum or wood test mandrel through duct to prove joint integrity and test for out-of-round duct. Provide mandrel equal to 80 percent fill of the duct. If obstructions are indicated, remove obstructions and retest.
- D. Correct installations if possible and retest to demonstrate compliance. Remove and replace defective products and retest.

3.5 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Design-Assist Agreement, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
 - 3. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.

- F. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Colors for Raceways Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
 - 3. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches (50 mm) wide; compounded for outdoor use.

2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- D. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- F. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.5 FLOOR MARKING TAPE

- A. 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.6 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.

3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
1. Comply with ANSI Z535.1 through ANSI Z535.5.
 2. Inscriptions for Red-Colored Tapes: Electric Line, High Voltage.
 3. Inscriptions for Orange-Colored Tapes: Telephone cable, CATV cable, communications cable, optical fiber cable.
- C. Tag: Type I:
1. Pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 2. Thickness: 4 mils (0.1 mm).
 3. Weight: 18.5 lb/1000 sq. ft. (9.0 kg/100 sq. m).
 4. 3-Inch (75-mm) Tensile According to ASTM D 882: 30 lbf (133.4 N), and 2500 psi (17.2 MPa).
- D. Tag: Type II:
1. Multilayer laminate consisting of high-density polyethylene scrim coated with pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 2. Thickness: 12 mils (0.3 mm).
 3. Weight: 36.1 lb/1000 sq. ft. (17.6 kg/100 sq. m).
 4. 3-Inch (75-mm) Tensile According to ASTM D 882: 400 lbf (1780 N), and 11,500 psi (79.2 MPa).
- E. Tag: Type ID
1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 2. Overall Thickness: 5 mils (0.125 mm).
 3. Foil Core Thickness: 0.35 mil (0.00889 mm).
 4. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
 5. 3-Inch (75-mm) Tensile According to ASTM D 882: 70 lbf (311.3 N), and 4600 psi (31.7 MPa).
- F. Tag: Type IID
1. Reinforced, detectable three-layer laminate, consisting of a printed pigmented woven scrim, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, [continuous-printed on one side with the inscription of the utility,] compounded for direct-burial service.
 2. Overall Thickness: 8 mils (0.2 mm).
 3. Foil Core Thickness: 0.35 mil (0.00889 mm).

4. Weight: 34 lb/1000 sq. ft. (16.6 kg/100 sq. m).
5. 3-Inch (75-mm) Tensile According to ASTM D 882: 300 lbf (1334 N), and 12,500 psi (86.1 MPa).

2.7 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 3. Nominal size, 7 by 10 inches (180 by 250 mm).
- D. Metal-Backed, Butyrate Warning Signs:
 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 3. Nominal size, 10 by 14 inches (250 by 360 mm).
- E. Warning label and sign shall include, but are not limited to, the following legends:
 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.8 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
 1. Engraved legend with black letters on white face .
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).

- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

2.9 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm) .

2.10 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, self-locking.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

2.11 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in Division 09 painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches (400 mm) overall.
- J. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 30-foot (10-m) maximum intervals.
- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
 2. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 3. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 4. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Metal-backed, butyrate warning signs.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer
- K. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:

- a. Indoor Equipment: [Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
2. Equipment to Be Labeled:
- a. Enclosures and electrical cabinets.
 - b. Access doors and panels for concealed electrical items.
 - c. Enclosed switches.
 - d. Enclosed circuit breakers.
 - e. Enclosed controllers.
 - f. Push-button stations.
 - g. Power transfer equipment.
 - h. Contactors.
 - i. Remote-controlled switches, dimmer modules, and control devices.
 - j. Battery-inverter units.
 - k. Battery racks.
 - l. Power-generating units.
 - m. Monitoring and control equipment.
 - n. UPS equipment.

END OF SECTION

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26 08 00
COMMISSIONING OF ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Testing, commissioning and startup of electrical system wiring, equipment and grounding.
- B. In general inspection, testing and startup is described in the relevant sections of the specifications.
- C. Field tests of low voltage conductors and cables are described in Section 26 05 19.
- D. Field tests of grounding and bonding for electrical systems are described in Section 26 05 26.
- E. Field quality control for wiring devices are described in Sections 26 27 26.

1.2 RELATED WORK

- A. Section 26 05 10: Common Work Results for Electrical
- B. Section 26 05 19: Low-Voltage Electrical Power Conductors and Cables
- C. Section 26 05 26: Grounding and Bonding for Electrical Systems

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen trained and experienced in necessary trades and crafts and completely familiar with specified requirements and methods for proper performance of Work of this section.
- B. Testing of installed equipment shall result in acceptable test results. Equipment for which acceptable test data has not been submitted, or has been submitted but rejected, shall be deemed as not meeting Contract Requirements.
- C. Repair or replace items not passing tests.

1.4 REFERENCES

- A. NETA ATS 1995 Acceptance Testing Specifications for Electric Power Distribution Equipment and Systems
- B. NFPA 70 National Electric Code (NEC)

1.5 SUBMITTALS

A. Furnish the following submittals.

SUBMITTAL	DESCRIPTION
Pre-Test Submittals	Submit at least 7 days before testing
	Submit test personnel qualifications (resumes)
	Submit equipment testing schedule
	Equipment Manufacturer's instructions for testing manufactured products
	Submit test data forms
Post-Test Submittals	Submit summary of testing for Work including date and time of all tests
	Submit description of equipment tested
	Submit description of tests and test procedures
	Submit test results
	Submit conclusions and recommendations
	Submit completed test forms in appendix, including witness's signatures.
	Submit list of test equipment in appendix including calibration documents
	Submit tabulated data for each piece of equipment tested, including circuit number, equipment or motor name and tag number (where applicable), nameplate full-ampere rating, motor service factor, motor ambient temperature rating, overload relay rating, measured full load current, and measured discharge pressures (where applicable)
Deviations from Contract Documents	Note or indicate wiring deviations from Contract Documents on Project Record Documents.

1.6 UNIT PRICES

A. Payment for Work in this section shall be included as part of lump-sum or unit-price bid amount for which such Work is appurtenant.

PART 2 PRODUCTS

2.1 ACCEPTABLE TESTING FIRMS

A. Retain qualified engineering appraisal and testing firm to perform inspections, tests, and evaluation to determine equipment designated herein is installed and adjusted for successful energization and operation.

- B. Testing firm shall meet Federal OSHA criteria for accrediting testing laboratories, Title 29, Part 1910.7, and have a work history and qualifications acceptable to City.
- C. Appraisal and testing firm shall have at least 2 years experience in appraising and testing equipment of nature to be tested.
- D. Managing or supervising representatives of appraisal and testing firm shall have extensive knowledge of products involved and at least 2 years hands-on experience conducting appraisals and tests. Conduct all testing under supervision of managing or supervising representatives.
- E. Testing technicians shall be trained and experienced in type of testing to be performed.
- F. Testing firm shall use comprehensive report forms to document engineering appraisal and test results on all equipment and products tested. Upon testing completion, managing or supervising engineering representative shall sign forms prior to inclusion in final report.
- G. Obtain written acceptance from City of testing firm prior to beginning testing. Testing service or personnel may be accepted or rejected based on, but not limited to testing equipment intended to be used, qualifications of firm, completeness of testing forms, and experience and reputation of personnel.
- H. Acceptable manufacturers of testing equipment include the following:

ITEM	MANUFACTURER	MANUFACTURER LOCATION
3-Point Fall-of-Potential Ground Testing Equipment	Associated Research, Inc.	Lake Forest, IL
	Biddle-Megger	Chandler, AZ
	Accepted equal	

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify City's Representative at least 3 days before tests to allow City to witness testing.
- B. Examine areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of Work.

3.2 TESTING

- A. The following testing standards shall be followed:
 1. NETA (National Electrical Testing Association) standards
 2. Manufacturer's installation and warranty requirements
 3. Applicable OSHA and Cal OSHA regulations
 4. NFPA 70 National Electric Code (NEC)
 5. Other applicable ANSI, ASTM, and NEMA standards.
- B. Refer variances between above documents and Contract Documents to City's Representative.
- C. Perform tests to assure electrical equipment will safely operate within industry and Manufacturer's published tolerances and warranty requirements.
- D. Record test result data to be used as baseline for future tests.
- E. Report any items failing to pass tests promptly to City's Representative.
- F. Coordinate work to expedite project schedule.

3.3 FIELD QUALITY CONTROL

- A. Field testing shall include the following, in addition to any other requirements specified in other sections of the specification:

ITEM	TEST FOR	TEST STANDARD (ASTM OR OTHER TEST STANDARD)	FREQUENCY	FIRST TEST PAID FOR BY	RETESTS PAID FOR BY
Electrical Work	Installation Examination	Verify Work is free from improper grounds, short circuits and overloads.	1 inspection	Contractor	Contractor
		Verify correctness of wiring by visual comparison of conductor connections with connection diagrams.		Contractor	Contractor
		Make individual circuit continuity		Contractor	Contractor

ITEM	TEST FOR	TEST STANDARD (ASTM OR OTHER TEST STANDARD)	FREQUENCY	FIRST TEST PAID FOR BY	RETESTS PAID FOR BY
		checks using electrical circuit testers.			
	3-Point Fall-of-Potential Ground Test	Use accepted test equipment and test per Manufacturer's instructions	1 test each ground	Contractor	Contractor
	Circuit Insulation Resistance	Insulation resistance between conductors and between each conductor and ground shall be at least 25 megohms.	1 test each circuit before energizing	Contractor	Contractor
	Project Equipment Testing	Test the following electrical equipment items • MCC. • Molded Case Circuit Breakers. • Motors. • VFDs • Grounding Electrode Systems and Equipment Grounding System • 3-Phase Power Transformers.	1 test each piece of project electrical equipment, including 600 volt electrical distribution equipment, motor control centers, and grounding	Contractor	Contractor
	Motor Operating Test – Insulation	• Perform routine insulation resistance,		Contractor	Contractor

ITEM	TEST FOR	TEST STANDARD (ASTM OR OTHER TEST STANDARD)	FREQUENCY	FIRST TEST PAID FOR BY	RETESTS PAID FOR BY
	Resistance, Continuity, Rotation	continuity and rotation tests for all distribution and utilization equipment including all motors ½ hp and larger before and in addition to tests performed by test laboratory. Supply suitable and stable source of test power to test laboratory at each test site. Test laboratory shall specify requirements. Notify test laboratory when equipment becomes available for acceptance tests. Perform all testing in presence of COUNTY's Representative. Test laboratory shall be responsible for implementing			

ITEM	TEST FOR	TEST STANDARD (ASTM OR OTHER TEST STANDARD)	FREQUENCY	FIRST TEST PAID FOR BY	RETESTS PAID FOR BY
		all final settings and adjustments on protective devices and tap changes. Test laboratory shall record all test results and upon completion, assemble and certify final test report			
	Motor Operating Test - Current	Record current in each phase of each motor ½-hp and larger and include in O&M manual. Repair or replace motor or motor-driven equipment if current exceeds motor nameplate FLC value.	Each phase of each motor	Contractor	Contractor
	Power Comp Voltage Test	When installation is complete and facility is in operation, check voltage at point of termination of Electric Utility supply to project. Check voltage amplitude and balance between phases for		Contractor	Contractor

ITEM	TEST FOR	TEST STANDARD (ASTM OR OTHER TEST STANDARD)	FREQUENCY	FIRST TEST PAID FOR BY	RETESTS PAID FOR BY
		loaded and unloaded conditions. If unbalance as defined my NEMA exceeds 1%, or if voltage varies throughout day and from loaded to unloaded conditions my more than +5% nominal, make written request to Electrical Utility to either correct condition or provide written statement voltage variations and/or unbalance are within their normal standards.			
	Field Performance	Demonstrate compliance to Contract Documents and Manufacturers' printed Literature	1 test	Contractor	Contractor

END OF SECTION

26 24 16 PANELBOARDS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Single meter pedestal with panelboard.
- B. Related Requirements:
 - 1. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
 - 2. Section 26 05 53 - Identification for Electrical Systems.

1.2 REFERENCES

- A. Reference Standards:
 - 1. Institute of Electrical and Electronics Engineers:
 - a. IEEE C62.41 - Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits.
 - 2. Department of Defense Test Method Standard:
 - a. Mil Std. 220A - Method of Insertion Loss Measurement.
 - 3. National Electrical Manufacturers Association:
 - a. NEMA FU 1 - Low Voltage Cartridge Fuses.
 - b. NEMA ICS 2 - Industrial Control and Systems: Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC.
 - c. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices.
 - d. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches(600 Volts Maximum).
 - e. NEMA PB 1 - Panelboards.
 - f. NEMA PB 1.1 - General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.
 - 4. International Electrical Testing Association:
 - a. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
 - 5. National Fire Protection Association:
 - a. NFPA 70 - National Electrical Code.
 - 6. Underwriters Laboratories Inc.:
 - a. UL 50 - Cabinets and Boxes.
 - b. UL 67 - Safety for Panelboards.
 - c. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures.
 - d. UL 1283 - Electromagnetic Interference Filters.

- e. UL 1449 - Transient voltage Surge Suppressors.
- f. UL 1699 - Arc-Fault Circuit Interrupters.

1.3 SUBMITTALS

- A. Design-Assist Agreement Section 2.15.
- B. Product Data: Submit catalog data showing specified features of standard products.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.
- D. Source Quality Control Submittals: Indicate results of factory tests and inspections.
- E. Field Quality Control Submittals: Indicate results of CONTRACTOR furnished tests and inspections.

1.4 CLOSEOUT SUBMITTALS

- A. See Design-Assist Agreement.
- B. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements, per Section 2.16 of the Design-Assist Agreement.
- C. Operation and Maintenance Data: Submit spare parts listing, source and current prices of replacement parts and supplies, and recommended maintenance procedures and intervals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Design-Assist Agreement: Requirements for spare parts and maintenance materials.
- B. Extra Stock Materials: Furnish two sets of each panelboard key. Panelboards keyed alike to OWNER's current keying system.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years experience.

PART 2 PRODUCTS

2.1 SINGLE METER PEDESTAL WITH PANELBOARD

- A. Description: 27-000 Single Meter TESCOFLEX Pedestal or equal.
- B. Materials: Refer to shop drawings.
- C. Enclosures: Refer to shop drawings.

PART 3 PART 3 EXECUTION

3.1 DEMOLITION

- A. Disconnect abandoned panelboards and load centers.
- B. Maintain access to existing panelboard and load centers remaining active and requiring access. Modify installation or provide access panel.

3.2 INSTALLATION

- A. Install panelboards according to NEMA PB 1.1.
- B. Install panelboards plumb.
- C. Install recessed panelboards flush with wall finishes.
- D. Height: 6 feet to top of panelboard; install panelboards taller than 6 feet with bottom no more than 4 inches above floor.
- E. Install filler plates for unused spaces in panelboards.
- F. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes to balance phase loads. Identify each circuit as to its clear, evident, and specific purpose of use.
- G. Install engraved plastic nameplates according to Section 26 05 53.
- H. Install spare conduits out of each recessed panelboard to accessible location above ceiling.
 - 1. Minimum Spare Conduits: Two empty 1 inch. Identify each as SPARE.
- I. Ground and bond panelboard enclosure according to Section 26 05 26. Connect equipment ground bars of panels according to NFPA 70.

3.3 REPAIR

- A. Repair existing panelboards to remain or to be reinstalled.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test according to NETA ATS, except Section 4.

- B. Perform circuit breaker inspections and tests listed in NETA ATS, Section 7.6.
- C. Perform switch inspections and tests listed in NETA ATS, Section 7.5.
- D. Perform controller inspections and tests listed in NETA ATS, Section 7.16.1.

3.5 ADJUSTING

- A. Measure steady state load currents at each panelboard feeder; rearrange circuits in panelboard to balance phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

3.6 CLEANING

- A. Clean existing panelboards to remain or to be reinstalled.

END OF SECTION

26 27 26
WIRING DEVICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Design-Assist Agreement, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Weather-resistant receptacles.
 - 3. Wall-switch Communications outlets.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. TVSS: Transient voltage surge suppressor.
- E. UTP: Unshielded twisted pair.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
- D. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
- E. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Cooper; 5351 (single), CR5362 (duplex).
 - 2. Hubbell; HBL5351 (single), HBL5352 (duplex).
 - 3. Leviton; 5891 (single), 5352 (duplex).

4. Pass & Seymour; 5361 (single), 5362 (duplex).

2.4 GFCI RECEPTACLES

- A. General Description:
 1. Straight blade, non-feed-through type.
 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 1. Products: Subject to compliance with requirements, provide one of the following:
 2. Cooper; VGF20.
 3. Hubbell; GFR5352L.
 4. Pass & Seymour; 2095.
 5. Leviton; 7590.
- C. Weather-Resistant and Tamper-Resistant Convenience Receptacles, 125 V, 15 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, and UL 498.
 1. Products: Subject to compliance with requirements, provide one of the following:
 2. Cooper; TWR270.
 3. Hubbell; RR155WRTR.
 4. Leviton; TWR15.
 5. Pass & Seymour; 3232TRWR.
 6. Description: Labeled to comply with NFPA 70, "Receptacles, Cord Connectors, and Attachment Plugs (Caps)" Article, "Tamper-Resistant Receptacles in Dwelling Units" Section, when installed in wet and damp locations.

2.5 HAZARDOUS (CLASSIFIED) LOCATION RECEPTACLES

- A. Wiring Devices for Hazardous (Classified) Locations: Comply with NEMA FB 11 and UL 1010.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 2. Cooper Crouse-Hinds.
 3. EGS/Appleton Electric.
 4. Killark; Division of Hubbell Inc.

2.6 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material: Smooth, high-impact thermoplastic.
 3. Material for Damp Locations: Smooth, high-impact thermoplastic with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant thermoplastic with lockable cover.

2.7 FINISHES

- A. Device Color: White, unless otherwise indicated or required by NFPA 70 or device listing.
- B. Wall Plate Color: For plastic covers, match device color.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
- D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- F. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Division 26 Section "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Test Instruments: Use instruments that comply with UL 1436.

2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION

31 23 33
EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Earthwork shall consist of performing all operations necessary for excavation, subgrade preparation and grading where applicable.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Codes: All Work shall comply with all codes, as referenced herein.
- B. Commercial Standards:
 - 1. ASTM D 422 Method for Particle-Size Analysis of Soils.
 - 2. ASTM D 1556 Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 3. ASTM D 1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in (457-mm) Drop.
 - 4. ASTM D 2487 Classification of Soils for Engineering Purposes.
 - 5. ASTM D 2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM D 4829 Standard Test Method for Expansion Index of Soils

1.3 CONTRACTOR SUBMITTALS

- A. Compaction test results, laboratory test results.
- B. Submit copies of grading permits, and permits for disposal of material, if required.

1.4 QUALITY ASSURANCE

- A. General: All soils testing will be done by a testing laboratory of the Owner's choice. The Contractor shall provide the Engineer at least 24 hours' notice in advance of required tests.
- B. Where soil material is required to be compacted to a percentage of maximum density, the maximum density at optimum moisture content will be determined in accordance with ASTM D 1557. In-place, field-density tests will be performed in accordance with ASTM D 1556, ASTM D 2922, or by such other means acceptable to the Engineer.

- C. Prior to the general placement of any materials and during such placement, the Engineer will select areas within the limits of any work for testing the degree of compaction obtained. The Contractor shall cooperate fully in obtaining the information desired. The frequency of testing shall be as determined and completed by the Engineer. Testing shall be in accordance with the ASTM references listed above.
- D. In case the tests of the fill or backfill show noncompliance with the required density, the Contractor shall accomplish such remedy as may be required to ensure compliance. Subsequent testing to show compliance shall be by a testing laboratory selected by the Owner and shall be at the Contractor's expense.
- E. Particle size analysis of soils and aggregates will be performed using ASTM D 422.
- F. Unified Soil Classification System: References in these specifications to soil classification types and standards are set forth in ASTM D 2487. The Contractor shall be bound by all applicable provisions of said ASTM D 2487 in the interpretation of soil classifications.
- G. Determination of the Expansion Index of the soils shall be in accordance with ASTM D 4829.

1.5 JOB CONDITIONS

- A. Protection:
 - 1. Protect adjacent structures and surrounding areas from damage during excavation, filling, and backfilling.
 - 2. Do not remove trees from outside excavation or fill areas unless authorized by the Engineer; protect from permanent damage by construction activities.
 - 3. Protect Work from erosion or other similar types of damage until the Project has been completed.
- B. Weather:
 - 1. Do not backfill or construct fills or embankments during freezing weather or during periods of heavy rainfall when soil moisture conditions will not permit achieving required compaction.
 - 2. Do not use frozen materials, snow, or ice in any backfill, fill area or embankment.
 - 3. Do not backfill or construct fill or embankments on frozen surfaces.

PART 2 PRODUCTS

2.1 SUITABLE MATERIAL

- A. Use of onsite materials is acceptable as long as the material does not contain deleterious matter, particles greater than 3 inches in maximum dimension, and is not highly plastic.
- B. The upper 5 feet of on-site soils are suitable as reuse as fill. If imported fill is required, the material shall consist of soil and rock mixtures that:
 - 1. Are free of organic material
 - 2. Have a Liquid Limit less than 40 and a Plasticity Index of less than 20
 - 3. Have at least 60 percent material retained on the #200 sieve
 - 4. Have a maximum particle size of 6 inches.
- C. Import Material: In general, any unsuitable material that requires removal shall be replaced with Class 2 Aggregate as specified below. If import material is required for site grading operations it shall be granular, low to non-expansive material. The Engineer shall approve any import material prior to use. Any imported fill material needs to be tested to determine its suitability for use as fill material.
- D. The following types of backfill materials are designated and defined as follows:
 - 1. Sand: Well graded clean sand with 100% of particles passing the No. 4 sieve and no more than 5% finer than the No. 200 sieve. Material shall have a Sand Equivalent of 30.
 - 2. Class 2 Aggregate Base: The aggregate base shall conform to the provisions of Section 26 (Class 2 Aggregate) of the Caltrans Specifications for 3/4-inch maximum grading.
 - 3. Minor Concrete: The minor concrete shall conform to the provisions in Section 90-2 "Minor Concrete", of the Caltrans Standard Specifications. Cementitious material content must be a least 505 lb. /cu yd.
 - 4. Filter Fabric: Non-woven geotextile fabric meeting the minimum requirements per the table below:

Minimum Properties	Test Method	Values
Mechanical		
Unit Weight (oz./yd ²)	ASTM D-5199	12
Thickness (mils)	ASTM D-1777	110
Grab Tensile Strength (lbs.)	ASTM D-4632	300
Grab Elongation (%)	ASTM D-4632	50
Puncture Strength (lbs.)	ASTM D-4833	175
Burst Strength (psi)	ASTM D-3786	580
Hydraulic		
Permeability (cm/s)	ASTM D-4991	0.1
AOS (vs. Std. Sieve)	ASTM D-4751	100

2.2 UNSUITABLE MATERIAL

- A. Unsuitable Material: Unsuitable soils for use as fill material shall include soils which, when classified under ASTM D 2487, fall in the classifications of Pt, OH, CH, MH, or OL. In addition, any soil that cannot be compacted sufficiently to achieve the percentage of maximum density specified for the intended use shall be classified as unsuitable material.
- B. Saturated native materials which are over optimum moisture content shall not be considered "unsuitable" simply because they are too wet for proper compaction. The Contractor shall, at its cost, prepare these materials in accordance with this specification. Alternatively, the Contractor may remove the native materials and provide imported backfill material, at no additional cost to the Owner.
- C. The Development Services Construction Inspector may determine whether excess material is unsuitable for backfill.

2.3 PIPE BEDDING AND PIPE ZONE

- A. Material:
 1. Sump Pump Discharge Pipe: Sand or native material with a sand equivalent of 30. Depth per plans. Any trench soil or moisture condition that prevents the bedding and haunching material from forming a firm and stable base requires the use of ¾-inch crushed rock for bedding and haunching and foundation as approved by the Owner.
 2. Fiber Conduit: Minor concrete.
- B. Pipe bedding shall conform to Detail S101.
- C. Bedding shall provide uniform and continuous support along the barrel of the pipe. The minimum depth of bedding material shall be provided under the bell. Blocking of the pipe is not permitted.

- D. Loose material shall be removed from the trench bottom and replace with imported material.
- E. Where rocky, unyielding, or unsuitable foundation material is encountered, the subgrade shall be excavated a minimum of 12 inches below the pipe and the trench width shall be increased a minimum of 12 inches. The over-excavation shall be replaced with imported material.
- F. Where the trench bottom is soft, yielding or unstable, the trench bottom shall be over-excavated. ¾" crushed rock shall be placed in the trench to provide a stable foundation per the Contract Drawings. The rock is in addition to the required pipe bedding used in the pipe zone.
- G. Bell holes shall be excavated per manufacturer's recommendations. The minimum depth of bedding material shall be provided under the bell. Care shall be taken to ensure that the bell hole is no larger than necessary to accomplish proper joint assembly.

2.4 TRENCH ZONE / FINAL BACKFILL

- A. Sump Pump Discharge Pipe in Unpaved areas: Native soil.
- B. Fiber Conduit: Minor concrete.

2.5 STRUCTURAL FILL UNDER AND AROUND PADS, VAULTS AND STRUCTURES

- A. At least six-inches of ¾ inch Class 2 Aggregate Base meeting the requirements of Section 26 of the Caltrans Standard Specifications.

PART 3 EXECUTION

3.1 GENERAL EXCAVATION

- A. All trenching within City Streets shall conform to the City's Trench Cut Ordinance Numbers 3524 and 3602. These ordinances represent a comprehensive pavement protection program incorporating a trench cut cost recovery fee. The trench cut fee provides funds to repair the actual accelerated street damage caused by trenching and is an incentive to promote better trench cut coordination among utility companies
- B. Trenching in existing roadways shall be limited to the length of pipe that can be laid that day. No open trenches shall be left overnight. Exposed trenches shall be plated and backfilled as approved by the Development Services Construction Inspector and the Public Works Department.

- C. Excavation shall be made to such widths as will give safe room for construction of structures and utilities including bracing, supporting, pumping, and draining. The bottom of the excavations shall be rendered firm and dry.
- D. Pipeline excavation shall be open-cut trenches, unless otherwise specified on the approved improvement plans. All excavations shall adhere to all applicable Federal and State safety requirements. All work shall be conducted in such a manner as to prevent damage to new and existing facilities or adjoining property.
- E. Wherever the trench bottom is unstable, the area shall be excavated and an adequate amount $\frac{3}{4}$ inch crushed rock shall be compacted in place to provide a stable base for the pipe. Pipe bedding material, per approved plans, will be placed on top of stabilized trench bottom.

3.2 TRENCHING WIDTH

- A. The trench width shall conform with the Contract Drawings.
- B. If for any reason, the trench is more than 8 inches greater than the minimum width, the Contractor shall provide, at his own expense, stronger pipe or corrected bedding conditions as approved by the Owner to meet the load requirements of the changed conditions at the Contractor's expense. Trenches shall meet OSHA requirements.

3.3 DISPOSAL OF EXCESS EXCAVATED MATERIAL

- A. Materials which are removed from the worksite to accommodate the installation of new facilities shall become the property of the Contractor and shall be disposed of at a legal dumpsite.
- B. Excess material and materials determined unsuitable for backfill by the Development Services Construction Inspector shall be removed from the project site.

3.4 PREPARATION OF GRADE

- A. Loose materials shall be removed from all cut surfaces. Exposed soils shall be scarified to a minimum depth of 6 inches and moistened or dried to the moisture content noted on Section 3.7 below. Material shall be re-compacted to 90 percent compaction noted below based on ASTM D 1557 prior to placing any required backfill or base course.
- B. The bottom of all excavations shall be rendered firm and dry.
- C. Stabilize soft, loose areas, saturated or unstable trench or manhole by over-excavating to 12-inches below the design bottom and placing $\frac{3}{4}$ -inch crushed rock completely wrapped in non-woven geotextile fabric. At pipeline joints, overlap geotextile by at least 12-inches.

3.5 SURFACE PREPARATION

- A. Clear all brush, over-sized debris, loose soils, and organic material from areas to be graded.
- B. Any excavated areas (i.e., excavations for utility removal) should be restored with properly moisture conditioned and compacted fill.
- C. Any loose soil or rock at subgrade will need to be excavated to expose firm natural soils or bedrock
- D. Debris, rocks larger than six inches and vegetation are not suitable for structural fill and should be removed from the site
- E. Vegetation strippings may be used in landscape areas
- F. Subgrade preparation shall consist of scarifying to a depth of about eight inches, moisture conditioning to above optimum, and compacting the finished subgrade to at least 90% relative compaction (ASTM D1557) under the tank and a minimum of 95% relative compaction where under new asphalt pavements and/or the receiving pad.
- G. Relative compaction, maximum dry density, and optimum moisture content of fill materials should be determined in accordance with ASTM Test Method D 1557, "Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using a 10-lb. Rammer and 18-in. Drop."
- H. If soft, wet, or otherwise unsuitable materials are encountered at the subgrade elevation during construction, we will provide supplemental recommendations/field directives to address the specific condition.

3.6 FILL PLACEMENT- GENERAL

- A. Backfill shall not be dropped directly upon any structure or pipe. Backfill shall not be placed around nor upon any structure until the concrete has attained sufficient strength to withstand the loads imposed.
- B. Fill shall not be placed until after all water is removed from the excavation.
- C. Equipment shall be a size and type satisfactory to the on-site geotechnical engineer or Owner's Construction Inspector. Impact-type pavement breakers or compactors (hydro-hammers) shall not be used within 5 feet of the top of any type pipe. Material for mechanically compacted backfill shall be placed in horizontal lifts which, prior to compaction, shall not exceed the depths specified below for the type of equipment employed. Actual maximum lift depth will vary with soil conditions and compaction equipment.

3.7 PLACING AND SPREADING OF FILL MATERIALS

- A. Fill materials and excavated materials to construct berms shall be placed and spread evenly in layers. The fill layers shall be evenly spread so that each layer shall not exceed 8 inches in uncompacted thickness.
- B. During spreading, each layer shall be thoroughly mixed as necessary to promote uniformity of material in each layer.
- C. Where the backfill material moisture content is below the optimum moisture content, water shall be added before or during spreading until the proper moisture content for compaction is achieved.
- D. Where the backfill material moisture content is too high to permit the specified degree of compaction, the material shall be bladed, aerated, or dried and/or mixed with suitable material with lower moisture content until the moisture content is satisfactory.

3.8 COMPACTION OF FILL MATERIALS

- A. Each layer of fill material shall be mechanically compacted to the specified percentage of maximum density. Equipment that is consistently capable of achieving the required degree of compaction shall be used, and each layer shall be compacted over its entire area while the material is at the required moisture content.
- B. Flooding, ponding, or jetting shall not be used.
- C. Compaction Requirements: The following compaction requirements shall be in accordance with ASTM D 1557.
 - 1. On-site soils shall be moisture conditioned to within 2% of the optimum moisture content, placed in thin lifts and compacted to a minimum of 90% relative compaction.
 - 2. Pipe Bedding / Haunching / Initial Backfill: 90% minimum compaction. Bedding shall be compacted to a minimum 6-inch thickness below bells, couplings, and joints before placing the pipe.
 - 3. The bedding shall be compacted and leveled to give a uniform surface for laying the pipe. Haunching shall be forced under the pipe and made firm and stable before any material is placed above the springline of the pipe. Backfill shall be compacted as specified with no damage to the pipe or appurtenances. The initial backfill shall be placed immediately after the pipe joints have been completed and inspected. The initial backfill shall be carefully placed without disturbing and/or damaging the pipe and/or joints, and shall be brought up evenly on both sides of the pipe. The initial backfill shall be manually compacted to a relative compaction of 90 percent using care to not damage the pipe or joints. "Manually compacted" does not exclude careful use of hand-controlled, power-operated

equipment such as air tampers, vibrating tampers, or other hand controlled tools.

4. Final Backfill: 90% minimum compaction.
 5. Any structural fill placed under pads, tanks, vaults or catch basins shall be compacted to at least 95% relative compaction.
 6. Class 2 AB shall be compacted to at least 95% relative compaction.
 7. Fill placed in horizontal loose lifts shall not exceed 8-inches.
- D. No placement or compacting shall be done when either the previously placed or the new materials are too wet from rain or excess application of water to obtain the compaction specified. At such time, work shall be suspended until the previously placed and/or new materials have dried sufficiently to permit proper compacting.

END OF SECTION

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33 01 10
DISINFECTION OF PIPING

PART 1 GENERAL

1.1 DESCRIPTION

This section describes requirements for disinfection by chlorination of potable and recycled water mains, services, pipe appurtenances and connections.

1.2 REFERENCED STANDARDS

The publications listed below form part of this specification to the extent referenced and are referred to in the text by the basic designation only. Reference shall be made to the latest edition of said standards unless otherwise called for.

AWWA B300 - Standard for Hypochlorites

AWWA C651 - Disinfecting Water Mains

1.3 RELATED WORK SPECIFIED ELSEWHERE

AWWA Standard Methods for the Examination of Water

Section 33 05 10 - General Piping System

Section 33 05 15 - Pressure Piping Systems Testing

Section 33 05 19 - Ductile Iron Pipe Fittings

1.4 SERVICE APPLICATION

- A. All water mains, interties, and appurtenances taken out of service for inspection, repairs, or other activity that might lead to contamination shall be disinfected before they are returned to service.
- B. All new water mains and interties and temporary pipelines shall be disinfected prior to connection to the Owner's existing system.
- C. All components incorporated into a connection to the Owner's existing system shall be disinfected prior to installation.

1.5 SUBMITTALS

A written disinfection and dechlorination plan, including all methods and equipment to be used, shall be signed by the person responsible for performing the work and shall be submitted to the Engineer for approval prior to starting disinfection operations.

1.6 DELIVERY, STORAGE AND HANDLING

Chlorination and dechlorination shall be performed by competent individuals knowledgeable and experienced in the operation of the necessary application and safety equipment in accordance with applicable Federal, State and Local laws and regulations. The transport, storage and handling of these materials shall be performed in accordance

with Code of Federal Regulations (CFR) 1910.120 Hazardous Waste Operations and Emergency Response, CFR 49.172 Hazardous Materials Regulations, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5194.

1.7 CONCURRENT DISINFECTION AND HYDROSTATIC TESTING

The specified disinfection of the pipelines may *not* be performed concurrently with the hydrostatic testing in accordance with Section 33 05 15.

1.8 CONNECTION TO EXISTING MAINS

Prior to connection to existing mains, disinfection and bacteriological testing shall be performed in accordance with this specification, and hydrostatic testing shall be performed per Section 33 05 15. Owner authorization for connection to the existing system shall be given only on the basis of acceptable hydrostatic, disinfection and bacteriological test results.

PART 2 MATERIALS

All materials must be certified to meet NSF/ANSI 61 Standards.

2.1 SODIUM HYPOCHLORITE (LIQUID)

Sodium hypochlorite is available in liquid form in glass or plastic containers, ranging in size from 0.95 L (1 Qt.) to 18.93 L (5 Gal). The solution contains approximately 10% to 15% available chlorine.

PART 3 EXECUTION

3.1 GENERAL

- A. After successful completion of the hydrostatic test, the Contractor shall coordinate with the Owner to chlorinate all treated water main per AWWA C651-14 by completely filling the main and appurtenances with water having a 50-100 parts per million (ppm) available chlorine from sodium hypochlorite.
- B. The disinfection method shall be the continuous-feed method. The chlorinated water shall be retained in the main for at least 24 hours. At the end of the 24-hour period, the treated water in all portions of the main and appurtenances shall have a residual of not less than 25 parts per million (ppm). If the samples do not pass tests, iterate the disinfection process until a test passes.
- C. Care shall be taken to prevent the strong chlorine solution from flowing back into the line supplying the water. A reduced pressure backflow preventer or an air gap must be used for this purpose.
- D. After chlorination, the pipeline shall be flushed with treated water per AWWA C651-14. The water in the pipeline shall remain a minimum of 48 hours, after which the Owner shall collect bacteriological samples. These will be tested for coliform by an independent laboratory. The number and location of samples shall be determined by the Owner and shall be randomly chosen from fire hydrants and services. The improvements shall pass if all coliform tests show the most probable

number (mpn) is less than 2.2. Failed tests will necessitate additional disinfection as above.

- E. The Contractor shall make the necessary piping connections and furnish and install all necessary equipment required for the flushing operations. Velocities in the flushed pipe must be 2.5 feet per second or greater.
- F. A reducing agent shall be applied to the water to completely neutralize the chlorine residual prior to discharge of the water. The Contractor shall provide for safe and legal disposal of water from such flushings. The Contractor shall remove all temporary flushing facilities.
- G. All costs for chlorination and flushing shall be paid by the Contractor, at no additional expense to the Owner.

END OF SECTION

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33 05 15
PRESSURE PIPING SYSTEMS TESTING

PART 1 GENERAL

1.1 THE REQUIREMENT

- A. The Contractor shall provide all materials, equipment, and labor necessary to perform and complete all pipeline pressure hydrostatic testing for all pressure piping systems, as specified herein.
- B. The Contractor shall be responsible for conveying test water from the source to the point of usage and also for proper disposal, as required, of water used in the testing operations. All costs associated with supply and disposal of test water shall be at the Contractor's expense.

1.2 CONTRACTOR SUBMITTALS

- A. A testing schedule, including proposed plans for conveyance, control and disposal of test water shall be submitted in writing to the Engineer for review a minimum of 72 hours before testing is to start.

PART 2 PRODUCTS

2.1 MATERIAL REQUIREMENTS

- A. The Contractor shall provide all labor, equipment, and materials required for filling and testing the pipelines.

PART 3 EXECUTION

3.1 HYDROSTATIC TESTING

- A. Prior to pressure testing, pipelines shall be cleaned of all debris, construction materials, dirt, and any other materials not suitable for inclusion in the completed pipeline. Cleaning shall conclude with water flushing, performed so that the velocity of flushing water is at least 2.5 feet per second in the pipeline to be tested.
- B. Contractor shall test all pipelines either in sections or as a unit. No section of the pipeline shall be tested until all field-placed concrete, thrust blocks, and mortar have aged at least 14 days.

- C. Backfill shall meet and pass all compaction requirements, all underground utilities shall be installed, and subgrade shall be completed prior to hydrostatic testing.
- D. The Inspector shall be notified forty eight (48) hours prior to testing and must approve any water placement in any portion of the pipeline.
- E. The test shall be made by closing valves when available, or by placing temporary bulkheads in the pipe and filling the line slowly with water and evacuating all air. Do not test against closed valves connected to a potable water system. After the pipeline or section thereof has been filled, it shall be allowed to stand with a pressure of 2-20 psi for at least 24 hours to allow the concrete or mortar lining, if applicable, to absorb water and allow the escape of air from any air pockets. During this period, bulkheads, valves, and connections shall be examined for leaks. If leaks are found, corrective measures satisfactory to Owner shall be taken.
- F. The pipeline shall be filled with water and all air evacuated. For raw and treated water lines, the test pressure shall be 150 psi or 150 percent of static pressure, whichever is greatest. Maintain the test pressure for at least 2 hours. The test pressure shall be measured at the lowest point of the pipeline section being tested. The amount of water introduced into the pipeline to maintain the test pressure shall be measured volumetrically using a calibrated test reservoir. Accurate means shall be provided for measuring the quantity of water required to maintain full pressure on the line for the test period.
- G. Leakage shall be considered as the total amount of water pumped into the pipeline during the test period. The allowable leakage is zero. The allowable leakage for buried piping having threaded, brazed, or welded joints (including solvent welded) shall be zero gallons. Exposed pipe, and pipe with welded, flanged, or coupled joints shall have no leakage.
- H. Contractor will be solely responsible for the proper disposal of all water used in the flushing and testing process. Disposal of all water shall be in accordance with appropriate regulatory agency requirements.
- I. All flushing and testing operations shall be performed in the presence of the Inspector.

3.2 CONSTRUCTION WATER

- A. Contractors are prohibited from operating gate valves or fire hydrants not designated for use by the Owner. Acquisition of water through appropriation at un-metered fire hydrants or other facilities is a violation of State Law.

END OF SECTION

33 05 19
DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and install all ductile iron pipe and fittings, and all appurtenant work, complete and operable, including all connections, as shown on the Drawings and as specified herein.

1.2 SUBMITTALS

- A. Submittals shall be in accordance with Section 2.15 of the Contract Agreement.
- B. Certifications properly executed by the manufacturer shall be submitted to the Engineer showing compliance to the requirements of the Specifications. Test data on tests performed shall be provided as requested by the Engineer.
- C. Product Data: Provide product data for all materials and equipment proposed to be furnished and installed under this portion of the work, giving manufacturer's name, catalog number, and catalog cuts for each item where applicable.
- D. Shop Drawings: Provide complete pipe layout of each piece and fitting, showing proposed sequence of construction.
- E. Test Reports: Contractor shall submit written results of all testing required in this section to the Engineer.
- F. Manufacturer's Instructions: Contractor shall provide manufacturer's installation instructions for all pipe materials.

1.3 QUALITY ASSURANCE

- A. Standards: The materials and work performed in this Section shall conform to the applicable standards of:
 - 1. The American National Standards Institute (ANSI)
 - 2. The American Society for Testing and Materials (ASTM)
 - 3. American Welding Society (AWS)
 - 4. American Water Works Association Inc. (AWWA)
 - 5. Uniform Plumbing Code (UPC)
- B. Qualification of manufacturers

1. The material shall be the product of a supplier regularly engaged in the manufacturing of pipe and plumbing products.
2. All materials shall be new and of current manufacture and shall be guaranteed against defects or workmanship in accordance with the General Conditions.

PART 2 PRODUCTS

2.1 GENERAL

- A. All materials shall conform to sizes, capacity, quality and quantities as shown on the drawings or described in these Specifications. Materials shall be from new stock, delivered in good condition. No damaged stock shall be used.
- B. Where no method of tests for materials is specified, the latest applicable test specified by ASTM shall be followed.
- C. After delivery to the site, all materials shall be carefully unloaded, protected against breakage, rusting, and accumulation of foreign matter, disintegration and injury. The Contractor shall be responsible for all lost or damaged material supplied and work done under this contract.

2.2 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile iron pipe shall be designed in accordance with ANSI Specification A21.50-81 (AWWA C151-17). Pipelines shall be minimum Pressure Class 150. Pipe 4" diameter thickness shall be Class 51 or better. Pipe 6" through 20" diameter shall be thickness class 50 or better.
- B. Ductile iron pipe shall be lined with cement mortar in accordance with the requirement of the "American National Standard for Cement Mortar Lining for Cast Iron and Ductile Iron Pipe and Fitting for Water" (ANSI A21.4 / AWWA C104), rated for NSF61, except that lining thickness shall be not less than 3/16" for pipe smaller than twenty four (24) inches in diameter and 14" for pipe twenty four (24) inches in diameter and larger.
- C. Ductile iron pipe shall be installed in accordance with the "American National Standard for Installation of Gray and Ductile Cast Iron Water Mains and Appurtenances" (ANSI/AWWA C600). Buried pipe shall be polyethylene encased in accordance with the "American National Standard for Polyethylene Encasement for Gray and Ductile Cast-Iron Piping for Water and other Liquids" (ANSI A21.5/AWWA C105).
- D. All pipe and fittings shall be cement lined with Type V cement mortar lining, sulfate and acid resistant cement, per AWWA C104. Ductile iron or fabricated steel fittings shall conform to AWWA C110, C111, C115 and C153. Steel fittings shall be fusion

bonded and epoxy-lined and coated. Special fittings may be manufactured from steel pipe in accordance with AWWA C200. Liners shall be rated for NSF61.

- E. Joints shall be push-on-type, mechanical, or flanged joints as shown on the Drawings.
- F. Flanges shall be cast-on flanges conforming to ANSI/ AWWA A21.10/C110 or thread-on ductile iron conforming to AWWA A21.15/C115. Bolt circle and bolt holes shall match those of ANSI B16.1, Class 125 flanges and ANSI B16.5, Class 150 flanges. Where specified, flanges shall be cast-on or threaded-on flanges conforming to ANSI B16.1, Class 250.
- G. Mechanical Joint - Mechanical joint pipe shall be restrained by use of locking rings with lugs that secure the ring to the pipe. Locking rings and lugs shall be fusion-bonded, epoxy-coated, and wrapped in polyethylene as part of the pipe. Mechanical flanged and mechanical joints fitting bolt threads and nuts shall be coated with an approved bituminous material.
- H. Gasket material for flanged joints shall be 1/8-inch thick, cloth-inserted rubber, one piece, full faced with holes to pass bolts. Gasket material shall be free from corrosive alkali or acid ingredients and suitable for use in sewage lines. Asbestos gaskets shall not be permitted. Gaskets with integral teeth used to restrain DIP such as “Field Loc” gaskets are not allowed.
- I. The exterior surface of ductile iron pipe and fittings shall have a factory-applied protective coating.
- J. Manufacturers:
 - 1. American
 - 2. Electrosteel USA
 - 3. McWane Ductile
 - 4. U.S. Pipe

2.3 BOLTS FOR DUCTILE IRON

- A. Bolts and nuts shall be 316 stainless steel, ASTM A 193, Grade 138M hex head with ASTM A 194, Grade 8M hex nuts. Plastic washers and sleeves for dielectric joints shall be provided.

2.4 POLYETHYLENE ENCASEMENT

- A. All buried ductile iron pipe, ductile iron fittings and all buried services shall be polyethylene encased per AWWA C105/A21.5-10 or latest version.

2.5 DIELECTRIC FITTINGS AND COATINGS FOR PROTECTED VALVES AND PIPES

- A. Brass, galvanized steel, copper and stainless steel shall be kept electrically isolated ductile iron and low alloy steel. Eliminate points of direct metallic contact through the use of insulating bushings, PVC Sch. 80 nipples, insulating couplings, or other approved insulating system. Also isolate nonferrous pipe from steel supports and pipe straps by means of insulating sleeves or dielectric tape.
- B. Insulating flanged joints shall be provided between DIP and Steel pipe. Insulating flanged sets shall have laminated phenolic gaskets and shall be provided with laminated phenolic sleeves and washers.

PART 3 PLAIN PHENOLIC FLANGE KITS SHALL HAVE 1/16" BACK-UP GASKETS ON EACH SIDE OF THE PHENOLIC GASKET TO AID IN SEALING. ACCEPTABLE MANUFACTURERS ARE CALPICO, TYPE E.EXECUTION

3.1 GENERAL

- A. All laying, jointing, testing for defects and for leakage shall be performed in the presence of the Engineer, and shall be subject to its approval before acceptance. All material found during the progress to have defects will be rejected and the Contractor shall promptly remove such defective materials from the site of the Work.

3.2 PIPE LAYING

- A. The pipe shall be installed in conformance with the requirements specified herein and as shown on the Drawings. The pipe sections shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position for connecting joints, the bedding for the pipe shall be checked for firmness and uniformity of surface.
- B. Proper implements, tools and facilities as recommended by the pipe manufacturer's printed instructions shall be provided and used by the Contractor for safe and efficient execution of the work. All pipe, fittings and accessories shall be carefully lowered into the trench by means of derrick, ropes, or other suitable equipment in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.
- C. Cutting and machining of the pipe shall be accomplished in accordance with the pipe manufacturer's standard procedures for this operation. Pipe shall not be cut with a cold chisel, standard iron pipe cutter, nor any other method that may fracture the pipe or will produce ragged, uneven edges.

- D. The pipe and accessories shall be inspected for defects prior to lowering into the trench. Any defective, damaged or unsound pipe shall be repaired or replaced. All foreign matter or dirt shall be removed from the interior of the pipe before lowering into position in the trench. Pipe shall be kept clean during and after laying. All openings in the pipe line shall be closed with water tight expandable type sewer plugs at the end of each day's operation or whenever the pipe openings are left unattended. The use of burlap, wood or other similar temporary plugs will not be permitted.
- E. Adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at its own expense.
- F. DIP shall be polyethylene-encased in accordance with the Construction Standards and the standard for "Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids" (ANSI/AWWA C-105/A21.5).

3.3 PIPE HANDLING

- A. Handling of all pipe shall be done with care to insure that the pipe is not damaged in any manner during storage, transit, loading, unloading and installation.
- B. Pipe shall be inspected both prior to and after installation in the trench and all defective lengths shall be rejected and immediately removed from the working area.

3.4 FIELD JOINTING

- A. Each pipe flanged joint shall be installed in conformance with the manufacturer's printed recommendations.
- B. Prior to connecting flanged pipe, the faces of the flanges shall be thoroughly cleaned of all oil, grease, and foreign material. The rubber gaskets shall be checked for proper fit and thoroughly cleaned. Care shall be taken to assure proper seating of the flanged gasket. Bolts shall be tightened so that the pressure on the gasket is uniform. Torque-limiting wrenches shall be used to insure uniform bearing insofar as possible. If joints leak when the hydrostatic test is applied, the gaskets shall be removed and reset and bolts re-tightened.
- C. When pipe laying is not in progress, the open ends of the pipe shall be closed to prevent trench water from entering pipe. No pipe shall be laid when, in the opinion of the Engineer, the trench conditions or weather are unsuitable for such work.
- D. Install pipe joints per AWWA C111.

3.5 FITTINGS

- A. All fittings shall be installed utilizing standard installation procedures. Fittings shall be lowered into trench by acceptable means without damage to the fittings. Fittings shall be carefully connected to pipe or other facility, and joint shall be checked to insure a sound and proper joint.
- B. Contractor shall not weld pipe or fitting onto valves.

3.6 TOLERANCES

- A. Horizontal Line Tolerance: 2 inches.
- B. Vertical Grade Tolerance: 1 inch. Any deviation with respect to design line and grade shall be recorded at least once per foot and the records shall be submitted to the Engineer as requested. If the alignment is off line or grade, the necessary corrections shall be made to return to the plan alignment at a rate of not more than 1 inch per 25 feet. All corrective work, including new design, if required, shall be performed by the Contractor at no additional cost to the District and is subject to the approval of the Engineer.

3.7 REPAIRS

- A. Only new pipe free from defects shall be installed.
- B. Broken or leaking sections of pipe must be replaced. Repair clamps will not be approved.

3.8 CLEANING

- A. Care shall be taken to keep the pipe clean at all times during the installation. Prior to testing the pipe shall be flushed so that the velocities of 5 feet per second are obtained sufficient to clean the entire length of pipe.
- B. If the Contractor digs out any sections subsequent to this where debris could enter the line, the line shall be again flushed through the section that was disturbed.

END OF SECTION

33 11 00
PIPING GENERAL

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

- A. Qualification of manufacturers:
 - 1. The material shall be the product of a supplier regularly engaged in the manufacturing of pipe and plumbing products.
 - 2. All materials shall be new and of current manufacture and shall be guaranteed against defects or workmanship.

1.2 SUBMITTALS

- A. Material list: Provide product data for all materials and equipment proposed to be furnished and installed under this portion of the work, giving manufacturer's name, catalog number, and catalog cuts for each item where applicable.

PART 2 - PRODUCTS

2.1 GENERAL

- A. These Specifications are intended to be standard specifications and they may therefore contain specifications for materials not required for this project or allowed on any or various parts of it. Certain materials, which are applicable for only one portion or a small portion, may be shown on the plans and not particularly specified herein.
- B. All materials shall conform to sizes, capacity, quality and quantities as shown on the drawings or described in these Specifications. Materials shall be from new stock, delivered in good condition. No damage to stock shall be used.
- C. Where no method of tests for materials is specified, the latest applicable test specified by ASTM shall be followed.
- D. After delivery to the site, all materials shall be carefully unloaded, protected against breakage, rusting, accumulation of foreign matter, disintegration and injury. The Contractor shall be responsible for all lost or damaged material supplied and work done under this contract.
- E. Protective Coating. Except where otherwise specified, ferrous surfaces, exclusive of stainless steel surfaces, shall have a 100% solids epoxy coating. Where sleeves are installed through walls, sleeve shall have a coating and mastic tape applied.

2.2 PVC PIPE

- A. Pipe and fittings shall be Schedule 80 pipe.
- B. All joints to be solvent weld. Use heavy duty PVC cement and primer.

2.3 DUCTILE IRON PIPE (DIP)

- A. As specified in Section 33 05 19 and the provisions of this Section.

2.4 UNDERGROUND TRACER WIRE

- A. Tracer wire per drawings.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that all pipe may be installed in accordance with all pertinent codes and regulations, the original design, and the referenced standards.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Engineer.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 HANDLING

- A. The Contractor shall provide and use proper implements, tools and facilities for the safe and proper handling and protection of the pipe, all as recommended by the manufacturer. Pipe shall be handled in such a manner as to avoid damage to the pipe material or any coating and especially to the ends.
- B. When damaged pipe cannot be repaired to the satisfaction of the Owner, it shall be removed from the job.
- C. Pipe shall be stored in a safe location, protected from the elements where damage therefrom could result.
- D. The pipe shall be carefully lowered in the trench to prevent damage. Under no circumstances shall pipe be dropped or dumped into trenches. Remove foreign matter and dirt from the inside of the pipe and keep it clean during and after laying.

- E. The Contractor shall take care to keep from damaging the pipe by heavy loads and unnecessary compactive effort especially for shallow lifts. All damaged pipe shall be replaced. Normally, repairs will not be acceptable.

3.3 INSTALLATION

- A. General: Install all pipes in strict accordance with plans, profiles, details, typical sections and with manufacturers' recommendations as approved by the Engineer.
- B. Polyvinyl Chloride (PVC) Pressure Pipe Installation - PVC shall be installed in accordance with the AWWA Manual M23 and the manufacturer's recommendations, except as otherwise provided herein:
 - 1. PVC Pipe shall have been manufactured within the 18 month period prior to installation.
 - 2. Pipe and gaskets shall be kept clean and protected against sunlight and heat damage.
 - 3. Pipe showing signs of physical damage or excessive ultraviolet exposure will be rejected and shall be immediately removed from the job site.
 - 4. The pipe shall be installed with the manufacturing label showing on the top.
 - 5. The reference mark or stab line on the spigot end must be flush with the bell end and visible for inspection.
 - 6. Minimum length of pipe for installation shall be 5 feet.
- C. All buried cast iron, ductile cast iron and mill-type steel pipe shall be encased in a 5-mil polyethylene wrap. All buried fittings and appurtenances shall be double encased in an 8-mil polyethylene wrap. Polyethylene wrap shall be manufactured and installed in conformance with ANSI A21.5.
- D. Pressure pipe: Pressure pipe shall be laid in accordance with plans and profiles and typical sections. Before new pipe is placed the subgrade material shall be graded so that pipe will rest firmly on undisturbed granular material for its full length.
- E. All adjustments to line and grade shall be made by scraping away or filling in the bedding under the body of the pipe, and in no case by wedging or blocking. Pipe shall be laid on an unyielding foundation true to line and grade with uniform bearing under the full length of the pipe with slight hand excavation at the coupling to allow for its thickness.
- F. Where soft, wet or spongy conditions are encountered in the trench at pipe subgrade, the subgrade shall be over-excavated and stabilized by placing imported drain rock and geotextile fabric as specified in Section 31 23 33, Earthwork.
- G. All pipe, especially the ends, shall be carefully cleaned before the pipe is joined. Whenever work ceases for any reason, the end of the pipe shall be closed with a watertight fitting, plug or cover. The interior of the pipe shall be kept free from

dirt, foreign material or debris as the work progresses and the pipe shall be cleaned after completion.

- H. All pipe shall be laid and maintained to the required line and grade. Contractor shall set up a grade device parallel to the trench and the cut carefully measured to the pipe. If a laser device is used, it shall be checked periodically and verified for accuracy by measurement from engineered cut stakes.
- I. Special care shall be taken to maintain grade, especially on flatter sections of 1% or less. Alignment shall be uniform and true and subject to approval by the Engineer. No dead flat or reverse grades will be allowed.
- J. Where specific items are not covered within this Specification, reference shall be made to manufacturer's suggested specifications and installation guides.

3.4 PROTECTION, BARRICADES, ETC.

- A. Pipe strung out along the trench or stored where it can be damaged or where injury may result to the public or employees shall have special precautions taken to prevent damage from occurring. Pipe shall not be spread along trenches for extended periods prior to its actual use. Pipe shall be stored in a safe location out of the traveled way and properly barricaded with suitable lights provided to prevent vehicular damage.
- B. Where pipe is stored off of a right-of-way, the Contractor shall be required to obtain a letter of consent from the affected property owner prior to storage in such locations. Such letters shall be obtained and given to the Engineer prior to use of private property.

3.5 LAYING, BEDDING

- A. All buried pipe shall be laid on a prepared bed as hereinbefore specified. After laying, additional bedding material shall be added to a depth of 3-inches or about the mid-point of the pipe depending upon diameter, after which it shall be tamped with a suitable tool to secure uniform full-length bedding up to the mid-point of the pipe. Additional bedding material shall then be placed to the depth shown in the standard details of the Plans and compacted by mechanical methods to the specified relative compaction.
- B. Take necessary precautions to prevent uplift and floating of the pipe prior to backfilling.
- C. Spigot end of pipe shall be laid in direction of normal flow.
- D. Water in trenches shall be removed by pumping and not allowed to flow through the pipe.

- E. Pipe shall be placed and joined in accordance with manufacturer's and/or Owner's directions as specified.
- F. Each section of pipe shall be thoroughly cleaned before it is installed.
- G. The pipe shall be cut to provide closure pieces of correct lengths to permit the proper location of the pipe sections, or to locate valves, fittings, and appurtenant structures where specified on Plans.
- H. Temporary, water-tight plugs shall be provided for closure of the open ends of the pipelines each time pipe-laying activity stops and at the end of each working day to prevent the entry of dirt and/or other contaminants.

3.6 CUTTING PIPE

- A. General: Cut pipe for inserting valves, fittings, closure pieces, and as otherwise required, in a neat and workmanlike manner without damaging the pipe or lining and so as to leave a smooth end at right angles to the axis of the pipe.
- B. Dressing cut ends:
 - 1. Dress cut ends of pipe in accordance with the type of joint to be made.
 - 2. Dress cut ends of mechanical joint pipe to remove sharp edges or projections which may damage the rubber gasket.
 - 3. Dress cut ends of push-on joint pipe by beveling, as recommended by the coupling or adapter manufacturer.

3.7 APPURTENANCES

- A. General: See plans for location of valves and appurtenances to be installed as a portion of the pipe. The Contractor should note that generally, valves that are clustered are flanged by hub with the entire cluster properly bolted together. Valves and other appurtenances having hub ends shall be connected to the pipe by means of rubber rings of the same type used to join the pipe.
- B. Joining Push-on Joint Pipe: Join pipe with push-on type joints in accordance with the manufacturer's recommendations as approved by the Engineer. Provide all special tools and devices, such as special jacks, chokers and similar items required for the installation. Lubricant for the pipe gaskets shall be furnished by the pipe manufacturer, and no substitutes will be permitted.
- C. Joining Flanged Joint Pipe: Prior to connecting flanged pipe, the faces of the flanges shall be thoroughly cleaned of all oil, grease and foreign material. The rubber gaskets shall be checked for proper fit and thoroughly cleaned. Care shall be taken to assure proper seating of the flanged gasket. Bolts shall be tightened so that the pressure on the gasket is uniform. Torque-limiting wrenches shall be used to insure uniform bearing insofar as possible. If joints leak when the hydrostatic test is applied, the gaskets shall be removed and reset and bolts re-tightened.

3.8 REPAIRS

- A. Only new pipe free from defects shall be installed. Portions of broken pipe or short lengths may be used providing they are properly cut back and used as stubs, or short lengths required at structures for flexible joints.
- B. Broken or leaking sections of pipe must be replaced. Repair clamps will not be approved.

3.9 SYSTEM SHUTDOWNS

- A. When deemed necessary by the Owner, shutdowns of existing in-service pipeline and other distribution facilities shall be made by the Owner as necessary to complete pipeline connections. A shutdown shall be for as short a period as possible and shall be scheduled by the Owner. The amount of lead time necessary for shutdown and connection to existing mains varies with each job and must be planned accordingly. In no case shall a shutdown and/or connection be scheduled with less than 11 days' notice to the Owner. Make no connections to existing pipes prior to passing pressure and disinfection tests. Interference with the operation of the Owner's distribution system shall be kept at a minimum. While an existing pipeline is shut down, the connection work shall be performed without interruption, continuing after regular working hours until completed, if necessary unless otherwise directed by the Owner. In some cases, shutdowns must occur at times other than normal working hours and/or days.
- B. In all cases, shutdowns shall be made in conformance with the requirements of the Owner, AWWA C651-14 and local, state, and federal authorities. The Owner shall operate all valves in making a shutdown, restoring pressure to the existing main, and initiating pressure to a new installation. The Contractor is required to obtain all necessary discharge permits. The Contractor shall make the necessary piping connections, furnish and install all necessary equipment required for the high velocity flushing operations. The Contractor shall provide for safe and legal disposal of water from such flushing's. The contractor shall remove all temporary flushing facilities. All costs for the permits, chlorination, and flushing shall be paid by the contractor.
- C. The Owner shall be notified at least 11 working days prior to any connection operations. Contractor is required to submit a shutdown, testing, and discharge plan to the Owner that illustrates their means and methods of complying with this section. The plan shall be submitted at the time of notification.

3.10 CLEANING

- A. Care shall be taken to keep the pipe clean at all times during the installation. Prior to testing the pipe shall be flushed so that the velocities of 5 feet per second are obtained sufficient to clean the entire length of pipe.

- B. If the Contractor digs out any sections subsequent to this where debris could enter the line, the line shall be again flushed through the section that was disturbed.

3.11 TESTING AND FINAL CLEANING

- A. Testing and final cleaning of all pipe shall conform to the requirements of Section 33 05 15 Pressure Piping Systems Testing and Section 33 01 10, Disinfection of Piping.

END OF SECTION

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33 14 19
VALVES AND APPURTENANCES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes the supply and installation of the following valves and appurtenances:
 - 1. Pressuring Reducing Valve
 - 2. Butterfly Valve
 - 3. Check Valve
 - 4. Ball Valve
 - 5. Flange Coupling Adapters
 - 6. Sump Pump
 - 7. Control Switch

1.2 SUBMITTALS

- A. Shop Drawings
 - 1. Product data sheets for make and model.
 - 2. Complete catalog information, descriptive literature, specifications, and identification of materials of construction.
- B. Quality Control Submittals
 - 1. Manufacturer's Instructions:
 - a. Installation and testing of products specified.
 - b. Pipeline tapping and service saddle installation.
 - 2. Operation and maintenance manual.

1.3 DESIGN REQUIREMENTS AND OPERATING CONDITIONS

- A. Valve working pressure: Minimum 150 psi unless otherwise specified or shown
- B. Product Handling:
 - 1. Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
 - 2. The Contractor shall provide and use proper implements, tools and facilities for the safe and proper handling and protection of the material.
 - 3. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer, and at no additional cost to the Owner.

4. When damaged material cannot be repaired to the satisfaction of the Engineer, it shall be removed from the job.
5. Material shall be stored in a safe location, protected from the elements where damage could result.

1.4 QUALITY ASSURANCE

- A. The material shall be the product of a supplier regularly engaged in the manufacturing of pipe and plumbing products.
- B. For the actual assembly, installation, and testing of the work of this section, use only thoroughly trained and experienced personnel who are completely familiar with the requirements for this work and with the installation recommendations of the manufacturers of the specified items.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Valve assemblies and appurtenances shall have a rated working and test pressure equal to or greater than the operating and test pressure of the pipe.
- B. The CONTRACTOR shall furnish all valves, valve-operating units, stem extensions, and other accessories. All valves of the same style or type shall be furnished by a single manufacturer. All valves shall have the name of the maker and the working water pressure for which they are designed cast in raised letters upon some appropriate part of the body. All valves shall be new and of current manufacture. All shut-off valves, 6-inch and larger, shall have operators with position indicators if located above ground. Where buried, these valves shall be provided with valve boxes and covers containing valve stem extensions as required. Buried valves shall not have position indicators. Valves mounted higher than 5-foot 0-inches above working level shall be provided with chain operators.
- C. Wherever stainless steel is specified in this Section, it shall be AISI Type 316, unless otherwise specified.
- D. Protective Coating. Except where otherwise specified, ferrous surfaces, exclusive of stainless steel surfaces, in the water passages of all valves 4-inch and larger, as well as the exterior surfaces of all valves, shall be have a 100% solids epoxy lining and coating. Flange faces of valves shall not be coated. The valve manufacturer shall certify in writing that such coating has been applied and tested in the manufacturing plant prior to shipment, in accordance with these Specifications.
- E. Manual Valve Operators. Each manually operated valve shall be provided with a 2" square actuating nut, handwheel or lever operator. Manual valve operators

shall be designed for not less than 125 percent of the operating torque required for the service. Handwheels shall be sized to require an operating force of not more than 40 pounds, and shall have arrows cast thereon to indicate the direction of rotation for opening the valve. Valves shall open counterclockwise.

F. Valve Labeling.

1. Except when such requirement is waived by the Owner in writing, provide an identification label on all valves exclusive of hose bibbs. The label shall be 1/16-inch stainless steel, minimum 2 inches by 4 inches in size, and shall be permanently attached to the valve or on the wall adjacent to the valve as directed by the Owner.

G. Bolts, Gaskets, Glands, Nuts

1. Bolts, gaskets, glands, nuts, and miscellaneous accessories required to install all valves are to be furnished.
2. Bolts shall be as specified in Section 05 50 00 Metal Fabrications. Bolts for flanged connections shall be galvanized steel with American Standard regular unfinished square or hex heads. Where dissimilar metals are being bolted, stainless steel bolts shall be used. Underground bolts shall be Type 316 stainless steel, unless specifically noted to the otherwise
3. Nuts shall be galvanized steel with American Standard regular hexagonal dimensions.
4. Gaskets for flanged connections shall be suitable for the pressure, temperature, and chemical characteristics of the fluid handled. The gasket materials shall also be suitable for the pipe system physical characteristics and materials. Gaskets shall extend from the inside diameter of the flange to at least the inside edge of the bolt holes or they may extend beyond the bolt circle.
5. Jointing materials for mechanical joints shall conform to ANSI A21.11.

H. Where no method of tests for materials is specified, the latest test specified by ASTM shall be followed.

2.2 PRESSURE REDUCING VALVE

A. Manufacturers:

1. Cla-Val, model 131-01 PRV
 - a. Contractor to confirm model number with the manufacturer prior to ordering and fabrication, based on the requirements herein and approval by the Engineer.

B. Service: Treated water

C. Valve design:

1. Hydraulically operated
2. Signal diaphragm actuated

3. Globe pattern
4. NSF/ANSI 61 standard certified
5. End connection: flanged per ASME/ANSI B16.42, Class 150 (250 psi max)
6. Upstream and downstream pressure transmitter included and meeting the requirements of Section 40 73 00.
7. Upstream and downstream pressure gauges included and ranging from 0 to 100 psi.
8. During a power outage, valve will remain open in the last position.
9. Main Valve Body
 - a) Valve shall contain a resilient, synthetic rubber disc with a rectangular cross section contained on three and one half sides by a disc retainer and forming a tight seal against a single removable seat insert.
 - b) The diaphragm assembly containing a non-magnetic stainless steel stem.
 - c) The valve seat shall be a solid, one-piece design.
10. The main valve seat and stem bearing in the valve cover shall be removable.
11. Pilot Control System: The pilot control shall be through two direct acting two-way solenoid pilot valves controlled by an external power source. The pilot control system shall include strainers and solenoid manual by-pass valves. The pilot control system shall utilize copper control tubing and brass fittings. The solenoid pilot valves either add or relieve line pressure from the cover chamber of the main valve, causing it to open or close as directed by the electronic controller. Solenoids shall have NEMA IV enclosures.
12. Valve features shall include the following
 - a. Two hydraulic controls: electronic pressure relief CRL pilot and electronic pressure reducing CRD-34 pilot
 - b. CK2 Isolation Valve
 - c. CV Flow Control (Closing)
 - d. X117D Series Position Transmitter
 - e. Two (2) X141 Pressure Gauges
 - f. CV Flow Control (Opening)
 - g. Two (2) X141 PT-Pressure Transmitters
 - h. Differential Pressure Transmitter

D. Materials:

1. Body and cover: ductile iron-ASTM A536
2. Main Valve Trim: stainless steel
3. Stem, nut and spring: stainless steel
4. Seal disc: Buna-N Rubber
5. Diaphragm: Nylon Reinforced Buna-N Rubber
6. Pilot: bronze
7. Tubes and fittings: stainless steel

- 8. End detail: ductile iron ANSI B16.42 Class 150
- E. Fusion bond epoxy lined (12 mils minimum) and coated (8 mils minimum).

2.3 BUTTERFLY VALVE

- A. Size: As indicated on the plans
- B. Manufacturers:
 - 1. Pratt, model 2FII, MKII, HP-250 & Groundhog
 - 2. Crispin, K-Flow 500 Series
 - 3. Clow, Series 4500
 - 4. M&H, AWWA Butterfly Valves
 - 5. Mueller, Lineseal III, Lineseal XP
- C. Service: Treated water
- D. Valve Design:
 - 1. Bonded Seat
 - 2. Flanged
 - 3. Rated for 150 psi
 - 4. Offset disc design, not diaphragm
- E. Materials
 - 1. Body: Ductile Iron ASTM A536 Grade 65-45-12
 - 2. Disc: Ductile iron or stainless steel
 - 3. Tangential Pin: 316 Stainless Steel, ASTM A276, Type 316
 - 4. Seat: NBR or EPDM
 - 5. Shaft: 316 Stainless Steel, ASTM A276, Type 316
 - 6. O-Ring: EPDM
 - 7. Screw: stainless steel
- F. Certified to ANSI/NSF 61

2.4 CHECK VALVE

- A. Check valves 1-1/2" and smaller shall be PVC ball check valves with Viton seals.
- B. Manufacturer:
 - 1. Asahi/American True Union Ball Check Valve
 - 2. Hayward Safe Block True Union
 - 3. or equal.
- C. Service: Treated water

2.5 BALL VALVES

- A. Ball Valves
 - 1. Schedule 80 PVC, union type end connections and stubs ends for joining by socket welding.
 - 2. Normal impact
 - 3. Teflon seat ring
 - 4. Pressure rating of 150 PSI.

2.6 BRASS AND BRONZE COMPONENTS

- A. Brass and bronze components of valves and appurtenances that have surfaces in contact with the water shall be alloys containing less than 16 percent zinc and 2 percent aluminum.
- B. Approved alloys are ASTM B61, B62, B98 (alloy A, B, or D), B139 (alloy A), B143 (alloy 1-B), B164, B194, B292 (alloy A), and B127.
- C. Stainless steel alloy 18-8 may be substituted for bronze at the option of the manufacturer and with the approval of the Owner

2.7 ELECTROLYSIS CONTROL

- A. Furnish and install magnesium anodes for all buried valves per Contract drawings.
- B. Tracer wires shall not be welded or attached any ferrous metal fittings or appurtenances.
- C. Magnesium anodes shall be manufactured by Calpico Inc. or approved equal.

2.8 MISCELLANEOUS COMPONENTS

- A. Flange Coupling Adapters: Couplings shall be ductile iron or fabricated steel construction fusion bonded epoxy coated. Flanged coupling adapters shall be restrained type Romac Industries or equal.
- B. Sump Pump: Pump shall be submersible and actuated with a vertical float switch integral to the unit, with a non-clogging vortex impeller, able to pass 1/2-inch diameter solids. Rated for 1/2HP, 115V AC, 60 Hz. Body material shall be cast iron. Flow rate shall be 45 gpm at 15' TDH. Check valve on the suction line shall be included. Manufacturer: Zoeller M98 or equal.
- C. Control Switch: Mechanically activated control switch to send an alarm to the PLC for rising water levels in the pressure reducing valve vault. Switch shall not be sensitive to rotation. Switch shall have a high level where the switch turns on

(closes) when the switch tips slightly above horizontal signaling a high level, and turns off (opens) when the switch drops slightly below horizontal. Switch shall have a low level where the switch turns on (closes) when the switch tips slightly below horizontal signaling a low level, and turns off (opens) when the switch tips slightly above horizontal. Manufactured by SJE Rhombus, model Signalmaster Control Switch or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Valves:

1. All valves, operating units, stem extensions, valve boxes, and accessories shall be installed in strict accordance with the manufacturer's printed instructions and as shown and specified. Valves shall be firmly supported to avoid undue stresses on the pipe.
2. Before installation, carefully clean valves of all foreign material, adjust stuffing boxes, and inspect valves in open and closed positions. Unless otherwise indicated, install valves with the stem vertical. Mount horizontal valves in such a manner that adequate clearance is provided for operation. All valves shall be installed to provide easy access for operation, removal, and maintenance and to avoid conflicts between valve operators and structural members, handrails, piping, etc.
3. Prior to installing flanged valves, the flange faces shall be thoroughly cleaned. After cleaning, insert the gasket and tighten the nuts progressively and uniformly. If flanges leak under pressure, loosen the nuts, reseal or replace the gasket, re-tighten the nuts, and retest the joint. Joints must be watertight at test pressures before acceptance.
4. Thoroughly clean threads of screwed joints by wire brushing, swabbing, or other approved method. Apply approved joint compound to threads prior to making joint. Joints shall be watertight at test pressures before acceptance.
5. Orient valve in vault with easy access to operator.
6. Replace valves that drip or do not function properly.
7. Magnesium anode shall be driven completely into native soil at 45 degree.
8. Contractor shall confirm clearance between proposed anode location and other utilities in close proximity prior to driving anode.
9. Buried valves shall be double encased in an 8-mil polyethylene wrap. Polyethylene wrap shall be manufactured and installed in conformance with ANSI A21.5.

3.2 TESTING AND INSPECTION

- A. Test that valves open and close smoothly with operating pressure on one side and atmospheric pressure on the other in both directions for two-way valve and applications.
- B. Hydrostatic Testing: Test valves and related materials in accordance with Section 33 05 15 Piping Systems Testing, at the same time that the adjacent pipeline is tested. Joints shall show no visible leakage under test. Repair joints that show signs of leakage prior to final acceptance. Protect control systems or operators that might be damaged by the pipeline test, repair damage caused by testing.
- C. Anode Testing: After backfilling, but prior to paving, test installation to confirm anodes are properly connected. If test indicates a disconnected anode, correct the installation and retest.

END OF SECTION

40 61 00
INSTRUMENTATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section includes the general work description and requirements for instrumentation provided by this contract.

1.2 GENERAL REQUIREMENTS

- A. It is a requirement of this specification that all Division 40 specifications be provided by a single supplier. This supplier shall have total responsibility for the entire system performance and compatibility of this section, as well as all other Division 40 specifications.

1.3 RELATED SECTIONS

The specifications sections listed below are an integral part of this equipment specification and the Contractor shall be responsible for providing these sections to the equipment suppliers:

- A. Section 2.15 Shop Drawings, Product Data, Samples and Other Submittals of the Design-Assist Construction Agreement
- B. All Division 40 specifications.

1.4 REFERENCES

- A. NEMA ICS 1 - General Standards for Industrial Control and Systems.
- B. NEMA ICS 3 - Industrial Systems.
- C. NEMA ICS 6 - Enclosures for Industrial Controls and Systems.
- D. NFPA 70 - National Electrical Code (NEC).
- E. NFPA 79 – NEC (Labeling).
- F. ISA - Standards 5.1 and 5.4.
- G. IEC 1131-3 – Programming Standards.

1.5 SHOP DRAWINGS

- A. All Division 40 specifications shall be submitted in one shop drawing. Requirements of individual specification sections shall be contained within a single

section in the shop drawing submittal. Indicate individual specification sections with a protruding tab. Submit material in the format and order as described in paragraph 1.05.B.3.

B. Shop Drawing Submittal Format

1. Shop drawings shall be submitted electronically via PDF.
2. Provide title page in the PDF. Title page shall include job name, GHD job number, Contractor(s) job number(s), date, "Division 40 Shop Drawing", Contractor and supplier(s) names, addresses, contact persons, and contact numbers.
3. Contents shall be organized accordingly.
 - a. Table of Contents – List of each section. Provide protruding tabs labeled with the pertinent heading for each section listed in the Table of Contents.
 - b. For each Division 40 specification section, provide the following within the respective sections:
 - 1) Table of Conformance.
 - 2) Training itinerary.
 - 3) Bill of Materials (BOM) for installed equipment, BOM for spare parts, and BOM for extra materials. Each BOM shall be grouped and identified separately.
 - 4) Equipment information satisfying specifications. Provide protruding tabs for each piece of equipment. Label each tab with the equipment manufacturer.
 - c. AutoCAD Drawings – Include title block, border, page numbers, and supplier job number. USB flash drive containing all Division 40 AutoCAD 2019, or higher, *.dwg files. Sheet/drawing titles shall utilize three lines in the title block and are subject to approval, and instructed change, by the Engineer.
4. AutoCAD drawings shall be 11-inch by 17-inch.
5. Shop drawings not containing the appropriate performance affidavit(s), date dependency affidavit(s), or format will be returned without further review.

C. Shop Drawing Submittal Contents - The following requirements pertain to all of Division 40 specifications. Refer to individual Division 40 specifications for further requirements.

1. Include a complete Table of Conformance to each paragraph, or part, of Part II in the respective specification. Use a Microsoft Word 2019 table format with four columns labeled as "Specification Section", "Equipment Manufacturer", "Equipment Model", "Compliant (Y/N). If No, specify". As a minimum, identify equipment compliance in the "Compliant (Y/N). If No, specify" column for each article (i.e., 2.02), letter heading (i.e., A, B, C), and each number heading (i.e., 1, 2, 3). For exceptions or deviations, include a narrative description as to how the deviation or exception can benefit the system over that which is specified.
2. Training Itinerary – Detailed itinerary for the training to be provided in

Microsoft Word 2019 table format. Itemize the day of training (“Day 1,” “Day 2,” or “Hour 1,” “Hour 2,” etc.) and the lessons to be taught during that period. Further discuss the equipment to be used during training and the proposed location of training for that day. Account for all days of specified training. Provide one training itinerary sheet for each training period. At the top of each sheet provide a header description of the training session and duration of training to be provided.

3. Detailed Bill of Materials in Microsoft Word 2019 table format, or Excel 2019, identifying component name, manufacturer, model number, and quantity supplied. Typical Bills of Materials are not acceptable.
4. Descriptive lists of spare parts and extra materials provided in the same tabular format as the Bill of Materials. Lists shall be exclusive to the spare parts and extra materials requested by the specification section, hence separate from the Bill of Materials for installed equipment. Lists shall be intuitive and specifically created for this project.
5. For individual equipment, submit information satisfying every item discussed in Part II of that specification section. Additionally, submit on all supporting accessories including, but not limited to, terminal blocks, surge and lightning suppression, UPSs, fuses, and cabling.
6. Proposed nameplate wording. Scaled illustrations for each nameplate provided.
7. Manufacturer’s literature and Web site printouts are independent of the above requests for information and, hence do not satisfy the above shop drawing requirements. All catalog cuts, Web site printouts, manufacturer’s specifications, and drawings shall be clearly marked to allow identification of the specific products used. Cross-out all options and functions not supplied with the equipment.
8. Electrical power requirements, connection requirements, interconnecting cabling, and environmental limitations/restrictions.
9. Dimensions and weights of the equipment with the specified options.

1.6 OPERATION AND MAINTENANCE DATA

- A. The following requirements pertain to all of Division 40 specifications and are intended to complement the requirements of Section 33 – Utilities as well as individual Division 40 specifications.
- B. Provide complete sets of hard-covered three-ring bound loose leaf Operation and Maintenance (O&M) Manuals. In addition to “as-built” system drawings, the manuals shall include internal wiring diagrams and operating and maintenance literature for all components provided under Division 40. Binders shall not be larger than 3 inches.
- C. Utilize a Table of Contents listing major headings (blue tabs) and sub-major headings (white tabs). Provide protruding tabs labeled with the pertinent heading for each item listed in the Table of Contents. Tab labels shall be permanently fixed to semi-rigid section dividers. Otherwise, utilize the same format as specified for

shop drawing submittals.

- D. Submitted literature shall be in sufficient detail to facilitate the operation, removal, installation, programming and configuration, adjustment, calibration, testing, and maintenance of each component and/or instrument. Indicate application conditions and limitations of use stipulated by the product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
- E. In a separate binder, include the configuration settings for each instrument provided in Division 40. Provide a Table of Contents with protruding tabs for each instrument. Label each protruding tab with the equipment name and equipment designation. Indicate the value of all configuration parameters and setpoints, including those that are not utilized in the equipment's field configuration.
- F. Contractor shall review all submitted literature and cross out all options, functions, warranties, etc. not part of the supplied equipment.
- G. All information contained within the hard copy of the O&M manual shall also be submitted in electronic form on USB flash drive. Including, but not limited to, manufacturer information, drawings, and letters.

1.7 PROJECT RECORD DOCUMENTS

- A. The following requirements pertain to all of Division 40 specifications and are intended to complement the requirements of Section 33 – Utilities, as well as individual Division 40 specifications.
- B. Submit under provisions of Sections 26 05 00 Common Work Results for Electrical.
- C. Record actual locations of controller cabinets and input and output devices connected to system. Include interconnection wiring and cabling information, and terminal block layouts in controller cabinets.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions per design assist construction agreement; and 26 05 00 Common Work Results for Electrical.
- B. Accept products on site in factory containers unless system is completely integrated into a pre-manufactured panel that has been factory tested. Inspect for damage.
- C. Store products in clean, dry area; maintain temperature to NEMA ICS 1 requirements.

1.9 COORDINATION

- A. Refer to Contract Drawings for designations and verify with Owner.

- B. Coordinate demonstration to Owner with the Engineer and the Owner.

1.10 TRAINING

- A. Contractor shall video-record all training sessions. Provide a video recording of each training session on a single USB flash drive. Provide two duplicate USB flash drives for each training session and distribute one copy to the Owner and one to the Engineer. Provide computer-generated adhesive labels on each USB flash drive. Label each USB flash drive with the training session description, date training occurred, attendees, trainer, contact information, the equipment covered during the training session, and the project title.
- B. Engineer will review their copy for video quality including, but not limited to, picture quality, use of camera angles, and sound recording quality. Video must be clearly audible. If the Engineer deems the video or audio quality as poor, the Contractor shall conduct the training session again (with original attendees present) and re-record the session at no additional cost to the Owner.
- C. Provide a USB flash drive case to hold all training tapes provided for Division 40 specifications.

PART 2 PRODUCTS

2.1 ACCESSORIES

- A. Nameplates
 - 1. Laminated plastic nameplates shall be provided for each instrument in Division 40.
 - 2. Nameplates shall have 5/16-inch high capital, white letters on black background machine engraved. Hang nameplates from process-mounted instruments via metallic chains. Nameplates shall be hung within 12 inches of the equipment.
 - 3. Final wording on nameplate shall be submitted during the shop drawing phase and approved by the Engineer.
 - 4. Nameplates shall be uniformly mounted and of identical form-factor for all equipment that nameplates are provided. Once a nameplate format has been selected, the format shall be utilized for all equipment throughout, thereby excluding providing original equipment manufacturer (OEM) nameplates.
 - 5. Where wire labeling is not conducive to nameplate tagging as specified above, such as in MCC compartments or inside the programmable logic controller (PLC) enclosure, provide wire labeling on computer printed, adhesive tape, and wraparound wiring. Printing that is capable of being rubbed off the wire label is not acceptable.
 - 6. Text on nameplates shall be as follows.
 - a. First Line – Equipment name. Equipment name shall as listed on the Contract Drawings and PLC input/output (I/O) lists.
 - b. Second Line – Equipment designation. Designation shall be in

accordance with ISA Standards 5.1 and 5.4 as listed in the PLC I/O lists and on the Contract Drawings.

- c. Third Line – Wiring destination. Indicate the destination of the wiring (i.e., PLC-1, PLC-2, MCC-PI, etc.).

B. Lightning and Surge Protection (TVSS)

1. Provide lightning and surge protection on the power supply of each instrument provided under Division 40.
2. Provide lightning and surge protection on all analog input and output signal circuits that pass out of doors or are terminated to metallic piping that passes out of doors.
3. TVSS devices mounted on the analog output signal wiring of field-mounted transmitters shall be conduit-mounted utilizing a common chamber, three element, gas tube and clamp incoming transients to a level acceptable to the transmitter it is protecting. Manufacturer shall be Bourns, Model 1669-01, or equal.
4. TVSS devices protecting analog circuits entering the PLC enclosure shall be din-rail mounted with removable terminal blocks on each side of the device with no interruption of the incoming signal by unplugging the TVSS device. Device shall possess the capability of discharging 1000 Amps evaluated on an 8x20-microsecond waveform. Device shall have an LED to indicate the unit is functioning properly. TVSS device shall be manufactured by M-System Co, Model MDP-24-1, or equal.

C. Wiring/Conduit/Mounting

1. The Contractor shall provide all power wiring and conduit to each instrument specified in Division 40.
2. The Contractor shall provide all signal wiring and conduit from the PLC to new and existing equipment as specified in the I/O list of Section 40 60 43, PLC, and the Contract Documents.
3. The Contractor shall provide all other wiring integral to supplied equipment to achieve the specified system performance as discussed individual Division 40 sections.
4. The Contractor shall mount all equipment specified in Division 40 in locations discussed/shown in the Contract Documents.

PART 3 EXECUTION

3.1 EQUIPMENT MOUNTING

- A. All mounted equipment shall have sufficient clearance from other provided or existing obstructions (including walls, pipes, conduit, or other instruments) to facilitate removal, adjustment, inspection, and calibration of the installed device. Any device that is mounted without sufficient clearance to perform these functions with standard, manufacturer recommended tools shall be removed and remounted at no additional cost to the Owner.

- B. Rotate equipment heads as directed by the Engineer in the punch list for final completion.

END OF SECTION

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40 61 21
CONTROL SYSTEMS INTEGRATOR

PART 1 GENERAL

1.1 SUMMARY

- A. This section specifies the requirements of the Control Systems Integrator (CSI). The Contractor is required to subcontract a CSI with qualifications and a scope of work as specified herein.
- B. PCWA will self-perform all Control Systems Integration from PCWA's PLC. This means the control logic and screen development and SCADA implementation will be done by PCWA and will need to be coordinated with the Contractor's CSI and electrician.

1.2 SCOPE OF WORK

- A. The CSI shall provide testing and startup services to assist the Contractor with commissioning of the process control system and related instrumentation.
- B. Termination and labeling of conductors as specified herein
- C. Division 40 - Complete responsibility for the provision of all Division 40 requirements, including equipment and services, as specified in the respective specification.
- D. Modify control panels, termination and marshaling panels, customized instrumentation mounting brackets, outdoor instrumentation housing enclosures.
- E. Existing Conditions - Modify existing control circuits and control panels as required by the Contract Documents.
- F. Supply quantities of CSI field technician personnel as specified herein for the duration necessary for system installation, startup and commissioning of the new systems and upgrades of existing systems.
- G. Provide manufacturer's services for installation, configuration and testing of equipment where specified. Manufacturer's representatives who are not under direct employment of the equipment manufacturer are permitted only where specified in the Contract Documents.
- H. Take ownership of all equipment being furnished through the CSI. Coordinate efforts associated with manufacturer's technicians and representatives for services required during installation, configuration, calibration, startup and troubleshooting of equipment. Coordination shall occur in a timely fashion as to not delay the project schedule.

- I. Fabrication, configuration, testing, startup and implementation of the Process Control System (PCS), control panels, instrumentation and electrical equipment as specified herein and required to construct a highly available, efficient, reliable, and operable system.

Conduct and coordinate CSI coordination meetings and attend progress meetings as specified herein.

1.3 CONTROL SYSTEMS INTEGRATOR QUALIFICATIONS

- A. The CSI shall be regularly engaged in the business of instrumentation and controls and shall be responsible for the supply, coordination, and installation of the equipment as specified herein.
- B. The CSI shall demonstrate the requisite resources of in-house staff, facilities and finances to complete the project in the schedule specified. These resources shall include personnel who are direct payroll employees of the CSI to engineer, design, implement, fabricate, stage, and test the entire integrated hardware and software system at the CSI's facilities. In-house personnel shall include all disciplines associated with system manufacture, fabrication, and integration to include but not be limited to engineering, drafting, analog and digital control systems and wiring design, construction, wiring, labeling, software configuration, test/demonstration programming, project management, quality control, field engineering and training.
- C. The CSI shall assign a specific person to be the CSI Project Manager for this project. The Project Manager shall be a direct employee of the CSI, shall be assigned to this specific project, and shall be skilled and experienced in project management of the type of work described herein. The Project Manager shall be assigned for the period of the Contract. Should it become necessary to replace the CSI project manager, the Contractor shall submit to the Engineer the credentials of the person assigned as a replacement.
- D. The CSI shall maintain a UL 508 listed fabrication shop located at the CSI facility for the assembly of the various control panels, cabinets, consoles, instrument racks, enclosures, and wiring required for this project. This shop shall be available for inspection by the Engineer to observe quality control and workmanship. The CSI facilities shall include hardware and software owned by the CSI for development and support of any system software, testing, and demonstration equipment to be utilized on the project.

1.4 DEFINITIONS

- A. Process Control System (PCS) - Network of one or more PLCs, PLC HMIs, and/or computers. Synonymous with Supervisory Control and Data Acquisition (SCADA) system.
- B. Contract Documents - Comprised of both the Contract Drawings and Contract

Specifications.

- C. Fieldbus Networks - Reference to a family of industrial network protocols. Fieldbus networks may include Foundation Fieldbus, Profibus, Profinet, Ethernet IP, Modbus TCP, Modbus Serial, Modbus 485, DH+, DeviceNet, ControlNet, and others.
- D. Resident Project Representative (RPR) - On-site team that enforces the Contract Documents and witnesses most demonstrations. May, or may not, be the design Engineer.
- E. Contractor - Where used herein, refers to the Prime, or General, Contractor. The contractor to which this CSI is subcontracted.

1.5 CSI COORDINATION AND MEETING REQUIREMENTS

- A. The CSI shall collaborate with the Contractor in scheduling of all work.
- B. Schedule testing and demonstrations in writing with the Engineer and Owner at least two weeks in advance of the proposed date(s).
- C. The CSI shall perform the detailed integration and coordination of the control systems and instrumentation equipment furnished in accordance with this specification. Work shall be performed by the CSI's own staff and related equipment manufacturer's engineers where applicable, including submittal drawings, operations and maintenance manuals, record drawings, equipment testing, operational demonstrations, and other applicable documentation.
- D. Coordination with Process Mechanical Equipment Manufacturers
 - 1. Coordinate with process mechanical equipment manufacturer's in order to obtain control system requirements and special control components. The CSI shall review and coordinate with the equipment manufacturer's submittals.
 - 2. The Engineer and RPR are not required to supply information to the CSI that is available from within this project's contract, including supplier information, when the CSI is capable of obtaining such information directly.
- E. The CSI shall take detailed meeting minutes (i.e., record of meeting discussions) for all meetings attended by the CSI. Meeting minutes shall:
 - 1. Identify all topics of discussion and all pertinent details of each topic.
 - 2. Identify the party that is speaking for each topic and each statement that is recorded.
 - 3. Categorize statements as ideas or agreed-upon actions.
 - 4. Record meeting date(s) and time(s), as well as attendees of the meeting.
- F. Required Meetings
 - 1. Initial Coordination Meeting
 - a. Schedule, coordinate, and host an initial coordination meeting with

the Contractor, Owner, and Engineer to review the scope and schedule of the project. The meeting shall be attended by the CSI Project Manager and all other parties involved in the integration of the control system. CSI shall come equipped with the approved Detailed Work Plan.

2. CSI Progress Meetings
 - a. Schedule, coordinate, and host CSI-specific progress meetings during the course of the project to coordinate integration requirements with the equipment manufacturers and Contractors, and upon key project milestones. The CSI shall hold a minimum of 2 progress meetings at the project site. The progress meetings shall be held at an agreeable time for the Owner, Contractor, and Engineer. Additional meetings shall take place as required to coordinate the work.
 - b. Develop the meeting agenda and distribute to the attendees a minimum of three days prior to the meeting for review. Update agenda with reviewer's comments and come prepared to address attendee's questions. Provide copies of all handouts for all attendees.
 - c. Equipment Modifications Field Meetings - Schedule, coordinate, and host on-site meetings with the Contractor, Owner, and Engineer as required to overview modifications to existing equipment and systems. The meeting shall be attended by the CSI Project Manager and all other parties involved in the integration of the control system.

1.6 QUALITY ASSURANCE

- A. References - Materials and installation shall be in accordance with the latest revisions of the following codes, standards and specifications, except where more stringent requirements have been specified in the Contract Documents:
 1. ANSI - American National Standards Institute
 2. ASME - The American Society of Mechanical Engineers
 3. ASTM - The American Society for Testing Materials
 4. NEMA - National Electric Manufacturers Association
 5. UL - Underwriters Laboratories, Inc.
 6. ISA - Instrument Society of America
 7. IEEE - Institute of Electrical and Electronic Engineers
 8. NEC - National Electrical Code
- B. Quality Control
 1. All components shall be new and of the most current and proven design. All components shall be approved for the intended application and shall be installed and wired in accordance with the manufacturer's requirements.
 2. All new electrical equipment and control panels, and their components and materials shall be UL listed and labeled as a completed assembly.

1.7 SUBMITTALS

- A. Submittals shall be submitted in accordance with the individual Division 40 specification requirements.
- B. Submittals shall include the following:
 - 1. Detailed Work Plan - Submit within 15 days of the Notice to Proceed. Submittals sent to the Engineer from the CSI before the detailed work plan is approved will be returned "Not Reviewed." In scheduling review time for the work plan, allocate time for three resubmittals before approval.
 - 2. Shop Drawings, Operations and Maintenance, and Project Record Documents - In scheduling review time for individual shop drawings, allocate time for a minimum of two resubmittals.
 - 3. Equipment Inventory, Calibration, and Validation Workbook
 - 4. Factory Acceptance Test plan, schedule, and forms.
 - 5. Field Testing, Demonstration, Validation - Shall be approved by the Engineer before any field tests are performed.
 - 6. Training syllabus.

1.8 DETAILED WORK PLAN

- A. Submit an overall work plan that details tasks to be performed on this project in sufficient detail to demonstrate a complete understanding of the CSI's scope of work, interdependency of tasks and milestones, sequence of construction, and realistic duration of tasks.
- B. Contents shall address and include:
 - 1. Schedule - Electronically generated schedule that identifies all tasks required of the CSI, including individual entries for overall project milestones, each shop drawing, submittal dates for each submittal required above, specified meetings, fabrication periods for individual PLCs, testing periods for individual PLCs, programming services for individual PLCs, installation and network testing of networks, modifications to existing components and systems, installation acceptance, final acceptance, and training periods for equipment. Refer to Section 2.16 Tests and Inspections of the Design-Assist Construction Agreement and individual Division 40 sections for required installation acceptance, final acceptance, and training days required.
 - 2. Communications Plan - Provide an organizational chart for the CSI, including email, office phone, office fax, and mobile phone numbers for all project participants. Submit a communications plan that allows communication directly between the Engineer and one contact within the CSI's organization. Include written authorization from the CSI's Prime Contractor that also establishes the terms of Engineer-to-CSI correspondence.
 - 3. Risks - Identify any risks to delivering the scope of work on time and on budget. Identify any long lead time equipment items. Present recommended solutions to mitigate identified risks.
 - 4. Outages - Provide a detailed plan that identifies all outages that will be

required during construction to complete the project. The plan shall identify the following:

- a. Sequence of outages.
 - b. Equipment, PLC, or system that will be affected by each outage.
 - c. Duration of each outage.
 - d. Proposed date(s) for each outage.
 - e. List of specific tasks to be completed during the outage.
 - f. Means by which equipment can be controlled if a PLC is removed.
 - g. If the outage requires a process shutdown.
5. CSI initial coordination meeting agenda.
 6. CSI progress meeting agenda template.

1.9 SHOP DRAWINGS, OPERATIONS AND MAINTENANCE, AND RECORD DOCUMENTS

A. Shop Drawings

1. Equipment shall only be ordered after shop drawings have been reviewed and approved by the Engineer. Equipment procured without Engineer approval may need to be uninstalled, returned, exchanged, and/or replaced at the Contractor's cost. Equipment ordered that does not address all the Engineer's shop drawing comments are subject to complete replacement, rather than refurbishment or modification, if modification of the supplied unit impacts aesthetics, intended functionality, schedule, or cost at the Engineer and Owner's option.
2. If deviations to the Contract Documents are proposed, the CSI shall submit a detailed description and explanation for each proposed deviation to the Contract Documents.

B. Shop drawing, operations and maintenance, and project record document requirements of Section 2.15 Shop Drawings, Product Data, Samples and Other Submittals of the Design-Assist Construction Agreement are intended to complement submittal requirements of individual specification sections.

C. Record Drawings

1. Submit complete and accurate record drawings reflecting all changes and modifications made during installation and testing of the equipment and systems.
2. Record drawings shall be submitted on reproducible full size prints, with the required number of sets of prints. Once the record drawings are reviewed by the Engineer, the CSI shall incorporate the Engineer's comments, submit required number of sets, and shall submit two copies of the electronic files for each record drawing shall be submitted on compact disks. Files shall be formatted in AutoCAD (.dwg) format. A list of drawing files with corresponding drawing titles shall be provided with the disks. Record drawings shall be provided after conditional acceptance of the facility is approved and shall include all field changes and design modifications made during construction.

1.10 EQUIPMENT INVENTORY, CONFIGURATION, AND VALIDATION WORKBOOK GENERAL

- A. CSI shall populate and maintain an Equipment Inventory, Calibration, and Validation Workbook. This is a single workbook with multiple worksheets. An electronic copy of this Microsoft Excel 2019 workbook is available from the Engineer to the successful bidder.
- B. Update the entire workbook biweekly and remit updated copies electronically to the Engineer upon request, which may be as frequent as weekly.
- C. Testing and validation results shall be updated electronically in the field using the CSI's laptop computer.
- D. Entries on the sample sheet are for illustrative purposes only and do not indicate approved configurations or acceptable equipment.
- E. Workbook Contents
 - 1. Instrumentation Calibration Worksheet - Contains calibration and configuration information, including, but not limited to, the equipment designation, equipment description, instrument details, analog output configuration, failsafe configuration, relay output configuration, and technician details. Columns include: Equipment Designation, Equipment Description, Technology, Instrument Details (Manufacturer, Model Line, and Model Number), Analog Output Characteristics, Process Value At Minimum Span, Process Value At Maximum Span, Units Of Measure, Failsafe Mode (Hold Last Good Value, Drive Signal Above 20 mA, Drive Signal Below 4 mA, Failsafe Not Available), Relay Outputs (Purpose and Function), Technician Who Performed Work (Company and Name). The Contractor shall include a five-point calibration check (0, 25, 50, 75, and 100 percent of spanned value). The instrumentation calibration work book shall include all HART parameters (where HART is available for the instrument).
 - 2. Fieldbus Network Configuration Worksheet - Worksheet identifies key configuration information for all networked devices. Columns include: Equipment Designation, Equipment Description, Equipment Type, Instrument Details (Manufacturer, Model Line, and Model Number), Communication (Protocol; Network Address, ID, or Node; Parameters), Failsafe Mode (Hold Last Good Value, Run or Open, Stop or Close, Other), Technician Who Performed Work (Company and Name).
 - 3. Testing & Validation Worksheet - One worksheet per PLC. Utilizes as-bid PLC I/O list in conjunction with additional 40 columns that correlate to the requirements of three phases of I/O testing by the CSI: Factory Acceptance Testing, Intermediate Point-to-Point Testing, and Final Point-to-Point Testing. A testing work sheet shall include:
 - a. Name of the signal to be tested.
 - b. PLC where the signal resides (cabinet, rack, slot and point number).

- c. PLC tag name.
- d. Alarm assertion states (high, high-high low, low-low).
- e. Confirmation of interlock actions associated with each alarm assertion state.
- f. Confirmation of interlock actions associated with loss of communications.
- g. Confirmation of interlock actions associated with loss of PLC processor.
- h. Confirmation of interlock actions associated with loss of field device.
- i. Confirmation of interlock actions associated with loss of PLC I/O card.
- j. Confirmation of interlock actions associated with loss of power (AC or DC).
- k. Confirmation that items are to be visible on HMI and change state.
- l. Confirmation that items are to be visible on trending (where applicable).

1.11 FACTORY ACCEPTANCE TEST (FAT) SCHEDULE, PLANS AND FORMS

- A. The CSI shall obtain electronic copies of the Equipment Inventory, Configuration, and Validation Workbook from the Engineer and modify electronically to customize testing templates for this project.
- B. Submit a testing schedule for Factory Acceptance Tests of panels and associated PLC equipment test programs. The schedule shall list the location of panel fabrication, the location that the test will be conducted at, and the date the test will be conducted. Schedule shall be submitted a minimum of four weeks prior to conducting actual testing. Where revisions to the dates contained in the schedule become necessary, the CSI shall submit revised dates a minimum of seven calendar days prior to conducting actual tests in order to allow the Owner time to plan for witnessing the test. All factory acceptance tests shall be subject to observation by the Owner or designated representative. Shop testing shall be as specified herein.
- C. The CSI shall submit a factory acceptance test plan for each control panel indicating all tests and demonstrations to be performed. Factory acceptance test plans shall include line items for verifying all components and wiring in the control panel are appropriately functional, inclusive of all control, instrumentation, network and power devices, cabling and wiring. Devices requiring interaction with field devices may be marked as "field test" and shall be tested during point-to-point testing witnessed by the Engineer.
- D. A factory acceptance test report shall be submitted for each panel furnished by the CSI. Test report shall include date and time of test, personnel conducting test, personnel witnessing test, name of panel and fabricator, location of test, test equipment utilized, and a detailed description of the actual tests performed. Reports shall include a list of items that failed the testing, what caused the failure and what

remedy is to be done. CSI shall also note any additional conditions of the shop test that may be agreed to prior to or during the shop test of any given control panel.

- E. All shop testing involving networks shall utilize network addresses provided by the Engineer. Network addresses may be supplied by the Engineer two weeks prior to scheduled testing.
- F. The CSI shall develop and provide test programs for the PLC as required to demonstrate functionality of the system hardware components and communications through the system networks. The CSI shall configure, startup, and commission all network managed switches, fiber optic modules, network gateways, and other nodes on the PCS network.
- G. If the functional testing conducted at the factory does not meet the previously agreed-to requirements, the Contractor shall absorb all costs for materials, labor and schedule delays required to conduct a re-test of the components or software.

1.12 FIELD TESTING, DEMONSTRATION, AND VALIDATION

- A. The CSI shall submit a testing and demonstration plan for the equipment and instrumentation that is furnished and/or modified by the CSI. The plan shall consist of two main components: (1) testing; and (2) demonstration. Both testing and demonstration shall include individual field devices, individual pieces of equipment, and systems.
- B. Testing and demonstration of the components, equipment and systems shall include details of staff to be used, testing equipment to be used, listing of equipment and systems to be tested, and a detailed description for testing. Testing shall include final testing of calibrated ranges and actuation settings of instrumentation and field devices, testing of panel mounted controls and control stations, and testing of interlocks, status indication and alarms between panels and systems.
- C. The demonstration plan shall be similar to the testing plan in that the same tests shall be performed by the CSI as were performed during testing, for the purposes of demonstrating the operation of the individual pieces of equipment, instrumentation and systems. It shall also serve the purposes of completing a final checkout of the systems. For the purposes of preparing the plan, the CSI shall assume that a minimum of six persons employed by the Owner will be witnessing the tests. The Contractor shall notify the Owner in writing a minimum of seven calendar days prior to performing demonstration of operation of the equipment and systems.
- D. Requirements for testing and demonstration of operation of equipment described herein shall incorporate the requirements for testing and demonstration as specified in the individual Division 40 specification sections.
- E. Plan shall include CSI's participation in the unit process and plant-wide testing

described in Section 2.16 Tests and Inspections of the Design-Assist Construction Agreement.

1.13 TRAINING SYLLABUS

- A. The CSI shall submit a training syllabus for training the Owner's personnel in the use, function and operation of the panels and control systems. Syllabus shall include equipment to be covered by the training, description of the training to be provided, training aids and materials to be provided, duration of each training evolution, and proposed schedule for training. Training syllabus shall incorporate the training requirements outlined in the individual Division 40 specification sections.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL

- A. Furnish equipment, materials and appurtenances in accordance with the requirements of technical specifications listed in Divisions 26 and 40.
- B. Coordinate with equipment manufacturers as required to obtain information, submittals, materials and equipment from manufacturers, and shall provide information, submittals, materials and equipment to equipment manufacturers as required to execute the work in accordance with the Contract Documents.
- C. Source Quality Control
 - 1. The CSI shall conduct shop acceptance tests for control panels and systems prior to shipment. The factory acceptance test shall demonstrate that the equipment performs in accordance with the Contract Documents.
 - 2. Each control panel furnished by the CSI shall be assembled and wired so that it functions as a complete system for the factory acceptance test. Inputs to the control panels from field instruments and devices may be simulated during the test. Control panels shall be fully assembled with all devices functional prior to Engineer arriving for shop testing. The Engineer reserves the right to postpone factory acceptance testing if it is deemed that the control panels are not ready to be tested.
 - 3. The FAT shall demonstrate the proper operation of the configuration and control logic of devices described or indicated on the Contract Drawings and specifications.
- D. Incidental Discovery of Existing Issues
 - 1. Upon incidental discovery of an existing issue, notify the Owner immediately in writing.
 - 2. Existing issues may include, but are not limited to the following:

- a. Code violations.
- b. Defective equipment.
- c. Compromised equipment.
- d. Disabled interlocks.

3.2 FIELD TERMINATIONS AND LABELING

- A. Terminations - CSI shall terminate signal wiring to instrumentation, equipment, and field-side of control panel termination strips.
 - 1. Electrical Contractor shall pull conductors and cables to termination points with sufficient excess cable to enable the CSI to label, organize, and terminate each conductor.
 - 2. Terminations shall be limited to signal wiring, 24 VDC and 120 VAC power and control circuits, such as analog signals, discrete signals, fieldbus networks, and control logic, but shall not include 3 phase power or power higher than 120 VAC. Scope of terminations include all equipment.
- B. Wire Labeling - Provide labeling of individual conductors terminated by the CSI.
 - 1. Labels shall utilize a common format, appearance, and be installed with consistent and repeatable workmanship.
 - 2. Materials - Labels shall be comprised of a machine-printed polyester or polyvinyl film and utilize black text on a white background. Each label shall be a single adhesive film or shrink wrap tube. Combining multiple labels to comprise a single wire label is not acceptable.
 - 3. Method - Label conductors within 1 inch of each termination. Utilize the same, unique wire designation for the entire continuous segment of wire. All wire designations shall be a derivative of the equipment's designation to which it is connected.
 - 4. Timeliness - Wires must be labeled prior to termination and equipment may not be commissioned without permanent wire labels in-place. Wire labeling shall be a prerequisite of equipment startup.
- C. Nameplates - Provide nameplates for all Division 40 and Division 26 equipment in accordance with nameplate requirements in Section 40 70 00, Instrumentation.

3.3 POINT-TO-POINT FIELD TESTING

- A. Definitions
 - 1. Equipment to be Tested - May include a PLC enclosure, control panel, or other device that requires point-to-point testing. It is the assembled panel that requires testing.
 - 2. PLC I/O Lists - Tables located at the end of Section 40 63 43, Programmable Logic Controllers, that identify all the signals communicated to each plant PLC.
 - 3. DMM - Digital Multi Meter. Device cable of sensing current in milliamp with a resolution of at least 0.01 mA; sensing continuity; sensing resistance with a resolution of 1 Ohm; and able to source 4 to 20 mA analog signals at

- a minimum of 0, 25, 50, 75, and 100 percent spans.
4. Signal - Includes a PLC input and output, a hardwired circuit between two field-mounted devices or internal to a control panel, and a network signal like those available over Ethernet and fieldbus protocols.

B. Intermediate Point-To-Point Testing

C. Purpose

1. To identify wires terminated on incorrect terminals, loose wires, wires with insufficient exposed metal or too much exposed metal, improper wiring practices, interference or noise.
2. To prove polarity of analog signals are correct; 4-20 mA circuits are grounded on one end only; circuits are appropriately powered as 24 VDC loop powered, 24 VDC 3-wire, or 120 VAC powered.
3. To resolve all wiring and equipment issues to ensure that final point-to-point testing proceeds quickly and without interruption so as to conserve the time required by the party witnessing final point-to-point testing.
4. To assess percent complete on Contactor payment applications.
5. To assess readiness of the system for commissioning by the programmer.

D. Scope of Testing

1. All signals specified in the I/O lists.
2. All signals added during the shop drawing and/or construction phases.
3. All fieldbus and Ethernet networks.
4. Prerequisites to commencing intermediate point-to-point testing:
 - a. Equipment to be tested shall be installed in its final location.
 - b. Equipment to be tested shall be powered by its permanent and final source of power.
 - c. Field wiring shall be pulled from the field devices to the equipment to be tested and shall be encased in the appropriate conduits.
 - d. Field wiring shall be labeled in the field, as well as inside the equipment to be tested.
 - e. Field devices are installed, commissioned as specified, powered, and all terminations have been completed.
 - f. All pending field orders associated with the equipment and workmanship of the systems to be tested shall be resolved.
 - g. All checklists shall be prepopulated by the CSI and their completed form submitted to the Engineer for review and approval.
5. Testing Documentation
 - a. The CSI shall populate the Testing & Validation worksheet of the EQ Inventory, Configuration, and Validation workbook with all signals to be tested.
 - b. Update the workbook to identify any testing methods that are not pertinent to the signal as N/A (i.e., Not Applicable).
 - c. Complete all testing of each signal and identify the person(s) performing the test.
6. Each signal shall be verified by the CSI to ensure that the interconnecting

wiring is complete and correct, and connected to the proper terminals at the points of termination.

7. Removal of a wire from a termination point within a previously tested circuit nullifies any previous testing of the circuit and necessitates retesting of the circuit following the complete point-to-point testing requirements in its entirety.
8. Method of Testing - In general, each signal shall be tested.
 - a. Discrete Inputs - Manipulate the field element to evoke the signal excitation (change of state) indicative of the wired signal. Signals may jumpered only where it is impossible to evoke signal excitation without damaging or disassembling the field device in a manner not approved by the device manufacturer. For example, equipment shall be started/stopped, floats shall be manipulated, hand switches shall be manipulated, alarm outputs shall be forced at the instrument using self-test features, actuators shall be controlled open and closed using control integral to the actuator, etc. Verify signal excitation in PLC program and on visually PLC discrete input module LEDs.
 - b. Discrete Outputs - Force an output from the PLC program and verify the field device responds as intended. Removal of wires anywhere in the circuit to insert a DMM to verify signal excitation is not an acceptable means of testing for any discrete output. For example, from the PLC program equipment shall be started/stopped, actuators shall be opened/closed, pilot lights shall be illuminated, etc.
 - c. Analog Inputs - For process instrumentation, such as levels, flow meters, pressure, and analytical instrumentation (chlorine residual, pH, etc.), remove one wire of the analog circuit at the field device and use a DMM to source the 0, 25, 50, 75, and 100 percent spans indicative of the connected field device. For valve actuators and VFDs, use controls integral to the field device to evoke the 0, 25, 50, 75, and 100 percent spans for the device. In all cases where the process instrument affords such functionality, use the field device's internal signal simulations to evoke the 0, 25, 50, 75, and 100 percent spans. Verify signal values in the PLC program. Verify signals read positive process values, i.e., verify polarity of signal wires are correct.
 - d. Analog Outputs - Force an analog output from the PLC program and verify the field device responds as intended. VFDs and chemical feed pumps shall run at the commanded speed, valve actuators and positioners shall modulate to the commanded position, etc. Test at 0, 25, 50, 75, and 100 percent spans.
 - e. Fieldbus Network - Configure all node addresses, field device settings, and fieldbus module settings as appropriate to achieve maximum bandwidth without communication errors. Configure the PLC program to communicate to all nodes and demonstrate monitoring and remote-manual control functionality. For process instrumentation and analytical instrumentation, such as gas

detection networks, demonstrate monitoring and control of the signals listed on the I/O lists.

- f. Ethernet Network - Configure all IP addresses and field device settings, including how the device responds to a loss of signal/communications/ network and loss of power. Configure the PLC program to communicate to all Ethernet devices and demonstrate monitoring and remote-manual control functionality.
9. Engineer does not need to witness intermediate point-to-point testing. Upon completion of test, the Contractor shall provide the Engineer with written certification that the test has been completed, and all I/O wiring has been verified as being correct. A copy of the completed checklist shall be submitted to the Engineer for review and approval prior to scheduling final point-to-point testing.
10. Signals that do not function as specified shall be examined and corrected prior to completion of intermediate point-to-point testing.
11. Intermediate point-to-point testing shall not be considered complete until each signal has been successfully tested and items above are satisfied.
12. Schedule - Upon Engineer's acceptance that the intermediate point-to-point testing has been completed as specified, the CSI shall coordinate with the Owner and Engineer to schedule the Final Point-To-Point Testing. Scheduling of the final point-to-point testing will not be approved prior to the Engineer's acceptance that the Intermediate point-to-point testing has been completed as specified. Allocate a minimum of 14 calendar days between Engineer's acceptance of the intermediate point-to-point testing documentation and the proposed start date of the final point-to-point testing period.

E. Final Point-To-Point Testing

1. Purpose
 - a. To verify all signals, instruments, and equipment are functional and completely ready to be commissioned by the programmer.
 - b. It is expected there are no issues during this testing and that the final point-to-point testing proceeds quickly without interruption.
 - c. To assess percent complete on Contactor payment applications.
 - d. To document when the testing was performed and by whom the testing was performed and witnessed.
 - e. Successful demonstration thereof shall be a prerequisite for substantial completion for any single system.

F. Scope of Testing

1. All signals specified in the I/O lists.
2. All signals added during the shop drawing and/or construction phases.
3. All fieldbus and Ethernet networks.
4. All signals tested during intermediate point-to-point testing.
5. Prerequisites to Commencing Final Point-To-Point Testing
 - a. Intermediate point-to-point testing has been successfully complete, documented, and documentation reviewed and approved by the

- Engineer.
- b. All checklists shall be prepopulated by the CSI and their completed form submitted to the Engineer for review and approval.
- c. Testing dates and planned sequence of testing has been submitted to Engineer for review, approval, and scheduling.
- d. Appropriate equipment vendors, CSI staff, and operations staff are advised and properly coordinated to signals to be demonstrated.
- 6. Testing Documentation
 - a. The CSI shall populate the Testing & Validation worksheet of the EQ Inventory, Configuration, and Validation workbook with all signals to be tested.
 - b. Update the workbook to identify any testing methods that are not pertinent to the signal as N/A (i.e., Not Applicable).
 - c. Perform testing of each individual signal in the presence of an Engineer's representative, unless the Engineer has waived all or a portion of this requirement in writing.
 - d. Complete all testing of each signal and identify the person(s) performing the test. Obtain the signature of the Engineer's authorized witness for each signal tested.
- 7. CSI shall expend all necessary labor required to demonstrate all signals.
- 8. Removal of a wire from a termination point within a previously tested circuit nullifies any previous testing of the circuit and necessitates retesting of the circuit following the complete point-to-point testing requirements in its entirety.
- 9. Method of Testing - to be performed as required by the intermediate point-to-point method of testing.
- 10. Final point-to-point testing shall not be considered complete until each signal has been successfully tested and items above are satisfied.

3.4 PCS PLC TEST PROGRAMS

- A. Develop and provide test programs for the PLCs, and network devices internal to the PLC enclosure, as required to demonstrate functionality of the system hardware components and communications through the system networks.
- B. Test programs shall provide for the following tests:
 - 1. Factory Acceptance Testing of PLC Cabinets
 - a. Demonstrate system-wide communications between PLCs, fiber optics, switches, and other network components.
 - b. Validate control panel wiring from each field wiring terminal block through the I/O modules and PLC.
 - 2. Field Testing of PCS
 - a. Demonstrate plant-wide communications between PLCs, fiberoptic network, switches, and other network components extending between each PLC cabinets and component on the PCS network.
 - b. Validate field wiring to the PCS control panel from each field device (source) through the I/O modules, PLC, OIT. This shall be included

for both the intermediate point-to-point wiring verification and final point-to-point wiring and transmission verification testing phases.

FIELD QUALITY CONTROL

C. Installation

1. The CSI shall provide on-site supervision and advice to the installing contractor to ensure the equipment is installed in accordance with the specifications and the manufacturer's requirements.
2. Control Wiring - Contractor shall include time to install/replace/provide additional control and interlock components and wiring for each starter/VFD assembly or control panel as directed by the Engineer in the field. Modifications shall be performed as required to provide electrical interlocks and interface wiring to obtain a complete and operating control system.
3. CSI shall have two field technicians made available during the testing of equipment to assist with performing wiring and control modifications as required to interface with other field mounted equipment and control panels as directed by the Engineer.

D. Inspections and Field Calibrations

1. Any and all testing equipment required for this project shall be owned by the CSI so as to be immediately available for this project.
2. The use of specific equipment manufacturer's startup, calibration, and troubleshooting personnel to assist the CSI shall be provided.
3. Calibrate instrumentation and place each system into operation. The commissioning of each system shall include the overall calibration and tuning of all control loops and sequences to provide stable control of the process. The validity of all process inputs and outputs for each system shall be checked and corrected during the system commissioning. Final adjustment and calibration shall be performed for all equipment prior to initiation of final testing.

E. System Testing

1. Testing of each panel and/or system shall be scheduled, performed in an orderly sequence, and conducted in the presence of, and to the satisfaction of the Engineer. Testing shall be conducted for each component and system in accordance with the CSI's submitted plan that has been reviewed by the Engineer.
2. Testing shall include the operation of all hardware, software, process control logic and custom control features. (Testing of process control logic shall only be required for panels and components which have been configured and programmed by the CSI.)
3. Testing requirements described herein shall be performed as specified in the following sections:
 - a. Section 40 60 00, Instrumentation.
 - b. Section 40 60 43, Programmable Logic Controller.

4. The following field tests and demonstrations shall be performed for each of the panels:
 - a. Intermediate point-to-point wiring verification.
 - b. Final point-to-point wiring and transmission verification.
 - c. Network communications testing and verification.
 - d. Section 2.16 Tests and Inspections of the Design-Assist Construction Agreement

F. Field Testing Requirements

1. Demonstrate the control features of each panel and associated field mounted instrumentation and control equipment, to verify that each panel performs the required control functions and logic as shown on the Contract Drawings or as specified. Control features shall include relay energization, initiation of alarm conditions, resets, interlocks, set point activation, and other functions of the control panels.
2. Equipment shall be field demonstrated to operate satisfactorily in the presence of the Owner, and shall be conducted in accordance with the CSI's testing and demonstration plan that has been reviewed by the Engineer. Field demonstrations shall be performed after successful installation, calibration and testing of each control panel.
3. In addition to demonstrating the operation of standard control features, special control panel functions shall be demonstrated as specified for each panel as specified below.
4. The Contractor shall provide the necessary test equipment, process media, materials, supplies, and qualified test personnel to perform the field demonstrations as specified herein.
5. Field instrumentation control signals that are required to demonstrate the operation of associated control panels may be simulated upon approval of the Engineer.
6. In the event of failure of the field demonstration, the Contractor shall perform the necessary corrections and re-demonstrate, at his own cost and expense, the equipment as directed by the Engineer.
7. Demonstration requirements described herein shall be performed as specified in the following specification sections:
 - a. Section 40 60 00, Instrumentation.
 - b. Section 40 60 43, Programmable Logic Controller.
 - c. Section 2.16 Tests and Inspections of the Design-Assist Construction Agreement
8. Sequence of Testing and Demonstration - The CSI shall perform testing and demonstration in the following sequence:
9. Instrumentation Calibration and Testing - Specified with the respective Division 40 section.
10. Instrumentation Demonstration - Specified with the respective Division 40 section.
11. Wireless I/O testing and verification.
12. Network communications testing and verification.

13. Intermediate Point-to-Point I/O Wiring Verification - Specified in Section 40 94 43, PLC.
 14. Final Point-to-Point I/O Wiring and Transmission Verification - Specified in Section 40 94 43, PLC.
 15. Section 2.16 Tests and Inspections of the Design-Assist Construction Agreement
- G. The CSI shall provide competent personnel to participate in the field testing as scheduled required below.
- H. The CSI shall provide competent personnel to participate in the testing and startup of the facility as scheduled below and as specified in Section 2.16 Tests and Inspections of the Design-Assist Construction Agreement
- I. The CSI shall provide competent personnel to participate in the I/O testing as scheduled below.
- J. The CSI shall provide competent personnel to participate in startup and validation. This effort includes, but is not limited to, addressing how instrumentation was setup, terminations made, and identifying and investigating possible issues with wiring and equipment.
1. The CSI shall respond immediately upon notification of an urgent matter, which may result in destruction or damage of a building, piece of equipment, or property.
 2. The CSI shall respond within 24 hours to all other matters.

Description	Number of CSI Field Technicians Required
Factory Acceptance Testing	1
Equipment Installation	2
Instrumentation Calibration and Testing	1
Instrumentation Demonstration	1
Network Communications Testing and Verification	1
Intermediate Point-to-Point Testing	2
Final Point-to-Point Testing	1
Programming Phase Services	1

END OF SECTION

40 63 43
PROGRAMMABLE LOGIC CONTROLLERS (PLC)

PART 1 GENERAL

1.1 GENERAL

- A. This specification is procuring two different PLCs. In some cases, there are unique requirements for the individual panels. Where not stated, the requirements are common to both panels. The Contractor shall furnish and install the following PLC enclosures, complete with all necessary accessories and PLC programming software, wired to accommodate all inputs and outputs listed in the input/output (I/O) lists, ready to communicate via the specified medium(s), and ready to be programmed under Section 40 61 21, Control Systems Integrator. In short, this section includes:
1. Programmable logic controllers.
 2. PLC power equipment and accessories.
 3. Uninterruptible power supplies (UPS).
 4. Ethernet Switches
 5. CAT6 Cabling
 6. Surge suppression.
 7. DC power supplies.
 8. PLC enclosures.
 9. PLC communication architecture.
 10. PLC I/O lists.

1.2 GENERAL REQUIREMENTS

- A. It is a requirement of this specification that all Division 40 specifications be provided by a single supplier. This supplier shall have total responsibility for the entire system performance and compatibility of this section, as well as all other Division 40 specifications.
- B. For ease of identification, symbols for the various components of the metering system to be furnished and installed are given in Table 40 63 43-1.

TABLE 40 63 43-1

SCHEDULE OF TYPE I PROGRAMMABLE LOGIC CONTROLLERS

PLC Nameplate Designation	Nameplate Designation	Location
City of Roseville PLC	PLCFSV02	Northwest corner of the intersection of Five Star Boulevard and Stanford Ranch Road

TABLE 40 63 43-2

SCHEDULE OF TYPE II PROGRAMMABLE LOGIC CONTROLLERS

PLC Nameplate Designation	Nameplate Designation	Location
Placer County Water Agency PLC	PLCFSV01	Northwest corner of the intersection of Five Star Boulevard and Stanford Ranch Road

1.3 RELATED SECTIONS

The specifications sections listed below are an integral part of this equipment specification and the Contractor shall be responsible for providing these sections to the equipment suppliers:

- A. Design-Assist Construction Agreement – 2.15 Shop Drawings, Product Data, and other Submittals
- B. Design-Assist Construction Agreement – 2.6 Labor and Materials
- C. Section 26 05 00 - Common Work Results for Electrical
- D. Section 26 05 29 - Hangers and Supports for Electrical Systems
- E. All Division 40 specifications.

1.4 REFERENCES

- A. NEMA ICS 1 - General Standards for Industrial Control and Systems.
- B. NEMA ICS 3 - Industrial Systems.
- C. NEMA ICS 6 - Enclosures for Industrial Controls and Systems.
- D. NFPA 70 - National Electrical Code.
- E. NFPA 79 - Labeling.

- F. International Society of Automation (ISA) - Standards 5.1 and 5.4.
- G. Industry Electric Code (IEC) – Article 1131.3, Programming Standards.
- H. [Federal Communication Commission (FCC), Part 15.247.]
- I. Underwriters Laboratories (UL) 508.

1.5 DEFINITIONS

- A. System Supplier – The party responsible for all of Division 40 specifications.
- B. UPS – Uninterruptible power supply.
- C. HMI – Human-Machine Interface. Also referred to as Industrial PC or Man-Machine Interface (MMI), is used to facilitate monitoring and/or control between an operator and the process. It contains a Windows-based operator interface which allows the HMI to run any Windows-based programs (i.e., GE iFIX).
- D. SCADA Node – A computer with an operating system (OS) that facilitates user interaction with supervisory software as well as other software programs that enable the user to manipulate data and generate reports. SCADA nodes are integral to the PLC network.
- E. Client Node – The same as a SCADA node in every way except that client nodes do not have the supervisory software program databases stored on their local hard drives. Client nodes poll SCADA nodes for data and do not function when the SCADA nodes are down.
- F. Operator Interface Terminal (OIT) - Used to facilitate monitoring and/or control between an operator and the process but is only designed to run software of the same manufacture as the OIT. It is not capable of running Windows-based programs or other manufacturer software-based packages because it uses a specific proprietary manufacturer operating system.
- G. I/O Lists – Table 40 63 43 -3, -4

1.6 SUBMITTALS

- A. Shop Drawings – Submit under Design-Assist Construction Agreement – 2.15 Shop Drawings, Product Data, and other Submittals. The following submittal requirements are to complement the requirements and format set forth in Section 40 61 00, Instrumentation. The following submittal material shall be submitted for the Engineer’s review and approval prior to fabrication of any PLC enclosures. PLCs fabricated prior to the approval of these shop drawings are subject to alteration to conform with the approved shop drawings by the supplier at the supplier’s cost.
 - 1. Submit samples for approval by the Engineer. The Engineer will retain

samples. Submit samples as follows:

- a. A 1-foot sample of a single 16-gage wire as used to wire discrete I/O within the PLC panel. Wire shall be labeled with the following text on the label:
 - b. Line 1: "YA-101 to PLCFSV01"
 - c. Line 2: "123456789"
 - d. A 1-foot sample of a single 18-gage T.S.P. as used to wire analog I/O within the PLC panel. Wire shall be labeled with the following text on the label:
 - e. Line 1: "FI-104 to PLCFSV01"
 - f. Line 2: "12345678"
 - g. A 1-foot sample of a single 18-gage T.S.P. as used to wire analog I/O inside the PLC panel. Wire shall utilize the heat shrink sheath proposed at each termination of such cable.
 - h. One terminal block with labeling in-place.
 - i. One machine engraved nameplate used for labeling the PLC enclosure and subpanel devices with text as follows:
 - j. Line 1: "City of Roseville"
 - k. Line 2: "Five Star Intertie"
 - l. Line 3: "PLCFSV02"
 - m. Submit a 1-foot sample of the proposed Category 6 Ethernet cabling as used between patch panels. Sample shall display labeling technique. Only one sample needs to be submitted in the Engineer's copy of the shop drawings, not one for every shop drawing copy. Sample will be retained by the Engineer.
2. Using AutoCAD 2016, or higher, provide these drawings for each PLC in the following order. Label all components with manufacturer and complete model numbers on the drawings. Typical drawings are not acceptable.
 3. Scaled enclosure layout drawings in 11-inch by 17-inch format, detailing locations of all components on the subpanel, door, and all other enclosure faces. Label each view as "Enclosure Door", "Enclosure Subpanel", "Enclosure Side", etc. Drawing shall display layout of completed assemblies, including, but not limited to, PLC backplane, PLC I/O modules, empty slots, radios, UPS, Ethernet switches, auto dialers, terminal blocks, installed spare equipment, power supplies, power line isolators, surge suppression, grounding lugs, wireway, disconnect switches, fuses, control relays, acceptable regions for conduit penetrations of both AC and DC wiring separately, and external power. Illustrate handles, hasps, hinges, and dimensions of exterior-mounted devices. Identify equipment manufacturer and model numbers by placing a number next to the piece of equipment on the drawing and cross-referencing with the Bill of Materials. In addition to the Bill of Materials cross-reference labeling, label PLC I/O modules on the drawing with the manufacturers complete model numbers.
 - a. Elementary diagram drawings in 11-inch by 17-inch format, detailing all enclosure electrical components including, but not limited to, power line isolators, surge suppression, UPS, power

supplies, fuses, duplex receptacles, indicating lights, ethernet switches, and control relays. Diagrams shall include terminal point designations, line reference numbers, and wire numbers. All wires shall maintain the same wire number for the entire contiguous segment of wire. Diagrams shall illustrate all network cabling and DC and AC electrical distribution. Drawing shall illustrate all available instrument terminations, both used and unused, and be labeled with the manufacturer's terminal point label as will be found on the installed instrument. Provide a legend on this sheet for all symbols and general notes used on this sheet and on the PLC I/O module detail drawings.

- b. Scaled PLC I/O module detail drawings, in 11-inch by 17-inch format, for each card installed in the PLC backplane. Detail the wiring of all terminations on the PLC I/O module including, wiring of all I/O points and power. Illustrate all termination points for each signal including termination points for terminal blocks, relays, etc. Identify each wires color and wire number. Utilize NFPA 79 standards to illustrate termination points: to an MCC, to a device terminal, to a control panel terminal, to fused blocks, to surge suppressor blocks, etc. Label each point on PLC I/O modules with the PLCs physical address. Utilize NFPA 79 standards for illustration of wiring: internal to the PLC enclosure, outside the PLC panel, and integral to a device. Progression of I/O modules detail drawings shall be in the order of the orientation of the I/O modules in the PLC backplane (e.g., Slots 1 and 2 on sheet 7, Slots 3 and 4 on sheet 8, etc.). Not more than two card details shall be shown on any one drawing. Each I/O module shall be labeled with the installed rack and slot number. Illustrate installed spare I/O modules, but it is not necessary to detail slot filler cards. Each drawing title shall have the following format:
 - c. Line 1: PLC Name (e.g., "Blower Building, PLC-3")
 - d. Line 2: Module Type (e.g., "Discrete Inputs", "Combo Module: AI, AO, DI, DO", etc.)
 - e. Line 3: Installed Rack and Slot (e.g., "Rack 1, Slots 3 and 4")
 - 1) Label all PLC I/O module termination points and I/O point description as shown on the PLC I/O lists. For I/O list points that lack certain information, create descriptions that are in accordance with ISA Standard 5.1. Each point description shall utilize the following format:
 - f. Line 1: Equipment Description (e.g., "RWP-1", "NaOCl Pump No.1", "Clearwell Level Transmitter", etc.)
 - g. Line 2: Signal Description (e.g., "Run Indication", "Flow Indication", etc.)
 - h. Line 3: Signal Functional Designation (e.g., "YI-XXXX", "FI-XXXX", where "XXXX" is the instrument loop number.)

- i. Include one AutoCAD drawing of the SCADA system network architecture. Detail all Ethernet switches, fiberoptic cabling, Category 6 cabling, SCADA nodes, printers, modems, radios, antennas, PC Ethernet cards, PLC CPUs, and all other details required to illustrate to the Engineer that the Contractor is proposing a communication network that meets the requirements of the completed system as specified in the Division 40 specifications and on the Contract Drawings. Illustrate location of the detailed equipment in the appropriate buildings and rooms. Label all communication cabling and connector types. Illustrate all communication ports of the equipment as they will be found in the field, including spare and unused ports. Illustrate all DIP-switch and jumper settings.
 - j. Provide two copies of all the above specified AutoCAD *.dwg files on CD-ROM. Drawing files must be capable of being used by others and saved to the disk in *.dwg format.
 - 4. Submit manufacturer information on all software.
 - a. Submit calculations to substantiate sizing of each UPS. For each UPS, itemize all equipment drawing from the UPS and compare the respective current and power draws to the manufacturer's rating of current draw for the specified amount of time.
 - b. Unless the manufacturer is specifically named in these specifications, the following must be provided along with the manufacturer information for the proposed "or equals". Provide the following information for a minimum of 20 references for the Engineer to verify 7 of these installations: name and address of the client and location of installation, if different; name of the person in direct responsible charge; consulting design engineer; system programmer; details of the equipment; installation date; startup date; and full performance details. It is the sole responsibility of the Contractor to provide this information. Include all travel costs for Engineer to visit two of the referenced installations.
- B. Operation and Maintenance Manual – Submit under provisions of Design-Assist Construction Agreement – 2.15 Shop Drawings, Product Data, and other Submittals. The following submittal requirements are to complement the requirements and format set forth in Section 40 61 00, Instrumentation.
 - 1. Maintenance, troubleshooting, and replacement of PLC cards, racks, CPU, EEPROM, and all associated equipment.
 - 2. All "as built" AutoCAD *.dwg files on CD ROM and 11-inch by 17-inch printed hardcopies.
 - 3. Warranties – Provide the warranties for the PLC, cards, programming software, operator interface, and all other PLC enclosure equipment in a section entitled "Warranties." Equipment covered, dates of expiration, contacts and procedures to exercise each warranty, and limitations of warranty shall be explicitly noted. All warranty papers shall be completely filled out by the Contractor with all necessary serial and model numbers.

4. One manufacturer-supplied programming manual for the supplied PLC(s).
 5. Include operating instructions for each model Ethernet switch in electronic PDF format on DVD or a USB drive and supply one printed hardcopy. Document shall provide details on how to configure the switch through the web interface, including IP addresses assignment, steps required to assign a ring master, managing passwords, configuring Virtual Local Area Networks (VLANs), and shall also define the Ethernet switch's default configurations, including default username and password to access the web interface.
- C. Project Record Documents – Submit under provisions of Design-Assist Construction Agreement – 2.15 Shop Drawings, Product Data, and other Submittals. The following submittal requirements are to complement the requirements and format set forth in Section 40 61 00, Instrumentation.
1. Revise AutoCAD drawings of individual I/O cards to reflect all scaling. Coordinate with the PLC programmer for each points scaling.
 2. Updated AutoCAD drawings to indicate any changes made during installation or startup of the equipment provided under this section.
 3. Updated Bill of Materials reflecting any changes in manufacturers, models, or quantities.
 4. Updated Bill of Materials for spare parts supplied.
 5. Revise PLC wiring diagrams submitted within the Operation and Maintenance Manual utilizing AutoCAD 201X, or higher, and furnish hard copies within the respective control panels. Provide a USB flash drive to the Owner with approved drawings both in AutoCAD and PDF file formats

1.7 QUALIFICATIONS

- A. PLC Manufacturer - Company specializing in manufacturing the products specified in this section with minimum 10 years' documented experience, and with authorized service facilities within 250 miles of the project site. Field technicians dispatch sites (i.e., home residences, etc.) do not satiate this distance requirement.
- B. System Supplier – Company specializing in the fabrication of control panels incorporating PLCs.
1. System supplier shall have a minimum of five years of experience fabricating industrial and municipal control panels, with a minimum of three projects of equal or greater size as this project.
 2. Submit names and telephone numbers for a minimum of three similarly sized projects. Names and telephone numbers shall be for the project end users and design engineers.
 3. System supplier shall employ in excess of 25 personnel, including no less than 15 technical staff to include engineers, programmers, and field technicians. Engineer may request documentation to substantiate this requirement.
 4. Minimum of one professional engineer in the direct employ of the system supplier.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Contractor is responsible for all costs associated with shipping.
- B. Contractor is responsible for preparing the assembled PLCs and associated equipment for shipping and shipping them to the project site.
- C. Deliver, store, protect and handle products to site under provisions of Design-Assist Construction Agreement – 2.15 Shop Drawings, Product Data, and other Submittals, Construction Agreement – 2.6 Labor and Materials and Section 26 05 00 - Common Work Results for Electrical
 - 1. Shipping to all locations for all equipment provided under this section shall utilize accelerometer or 3-axis dye packets to indicate whether acceleration or deceleration of three times the force of gravity (3G) has been exceeded. If acceleration/deceleration has been exceeded, Contractor shall pay for disassembly, damage repair, and reassembly of the shipped units. If any damage is apparent from inspection at time of delivery, Contractor is responsible for all costs involved in disassembly, damage repair, reassembly, and additional shipping back to the manufacturer's facility if deemed necessary by Engineer. Accelerometers shall be dye packet devices and shall not be reusable or resettable.
- D. Accept products on site in factory containers unless system is completely integrated into a pre-manufactured panel that has been factory tested. Inspect for damage.
- E. Store products in clean, dry area; maintain temperature to NEMA ICS 1 requirements.
- F. Contractor shall provide risk/hazard insurance for property of Owner/Engineer/Contractor for all equipment provided under this section.
 - 1. Insurance shall be in accordance with Supplementary Conditions, Article 5.
- G. Submit proof of insurance prior to shipping PLCs. Shop Testing - Systems integrator shall perform shop testing of all PLC panels in the system integrator's facility prior to shipment of any PLC panels to the job site. Testing shall include:
 - 1. System integrator shall create and install a basic program in the PLC CPU to monitor the status of all physical PLC I/O.
 - 2. Utilize one copy of the Engineer-approved PLC shop drawing I/O module wiring diagrams as a checklist and simulate I/O states on the field instrument connect side of the PLC enclosure terminal strip. To test discrete points, physically make contact closures for all discrete signals. To test analog inputs, utilize a signal generator to drive a three 4-20 mA input signal, 4mA, 12 mA, and 20 mA. To test analog outputs, write three analog outputs in the basic PLC program and verify the signal using a digital multimeter, using 4 mA, 12 mA, and 20 mA as write values.
 - 3. Document testing by marking up each point on the shop drawing. Supply

the marked-up shop drawing to the Engineer for approval before panel shipment.

1.9 MAINTENANCE SERVICE

- A. Furnish manufacturer's, or designated authorized representative's, service and maintenance for PLCs a minimum of two years from date of Substantial Completion.
- B. Provide Owner with a toll-free phone number for technical information and assistance on the PLC and system programming or reimburse Owner for calls made due to system maintenance, debug, tuning, etc. requirement during the two-year warranty period.
- C. PLC Equipment Replacement During Construction – Contractor shall replace PLC components when directed to do so by the programmer. Contractor shall provide all costs necessary to return components that are suspect of damage to the manufacturer for testing and are responsible for returning repaired modules and reinstalling in place of the temporary replacement module. When available, temporary replacement modules may be taken from uninstalled spare inventory. When the required temporary replacement modules are not available in the uninstalled spare inventory, Contractor shall obtain the necessary temporary replacement module(s) within 48 hours of directive by the programmer.

1.10 COORDINATION

- A. Coordinate the compatibility of the power supplies and PLC cards with the new instrumentation, existing systems, and equipment. Coordination shall include, but not be limited to:
 - 1. Power supplies provide powered equipment with adequate voltage and amperage according to the connecting equipment manufacturer's recommendations.
- B. Refer to Contract Drawings for designations and verify with Owner.
- C. Coordinate PLC panel shop testing demonstration with the Owner and Engineer. Request for demonstration date shall be in writing no less than two weeks in advance of the proposed date.

1.11 EXTRA MATERIALS

- A. One licensed hardcopy of each Windows-based on-line and off-line programming software (development), on DVD, used by the system integrator for programming the PLCs contained within this contract. If an incorrect copy is supplied, the CSI is responsible for providing a complete licensed copy on a single manufacturer-issued DVD. Software downloads are not acceptable. PLC programming software provided to the Owner shall be the latest version at the time of system Substantial Completion. Software shall be IEC 1131-3 compliant and include both ladder

logic and Function Block Diagram editors. One-year technical support contract with the software manufacturer. Software shall be supplied to the Engineer with the first revision of the PLC shop drawings.

- B. Cable, software drivers, network cards, and other devices as required by PLC manufacturer to communicate from the PCI slots of each computer with the communication ports of PLCs provided by the system integrator.
- C. Cable, software drivers, and other devices as required by setpoint station manufacturer to communicate from the serial port of a PC-compatible computer with the programming ports of setpoint stations provided by the system integrator of this project.

1.12 SPARE PARTS

- A. Provide the following uninstalled spare parts that are identical to and interchangeable with the original parts. Spare parts shall be furnished in clearly identified containers, protected in accordance with the manufacturer's requirements.
 - 1. One (1) spare CPU for each CPU type.
 - 2. One (1) spare PLC power supply of each type used.
 - 3. One (1) EEPROM/SD Card with final, debugged program stored on it for each PLC.
 - 4. One (1) of each type of discrete input module.
 - 5. One (1) of each type of discrete output module.
 - 6. One (1) of each type of analog input module.
 - 7. One (1) of each type of analog output module.
 - 8. One (1) spare 24 VDC power supply of each type used.
 - 9. Twenty-Five (25) terminal blocks.
 - 10. One (1) Transient Voltage Surge Suppression (TVSS) device as used to protect the incoming power to the PLC panel.
 - 11. Two (2) of each type of surge suppression device as used to protect incoming analog signals.
 - 12. Two (2) of each type of surge suppression device as used to protect incoming discrete signals.
 - 13. Ten (10) spare fuses of each type used for each control panel. Each control panel shall receive 10 spare fuses for each type used. Provide fuses in labeled containers and mount in each control panel.
 - 14. One (1) spare antenna TVSS.
 - 15. One (1) spare radio for each type provided.
 - 16. One (1) spare DIN-rail mounted Ethernet switch for each model provided.

PART 2 PRODUCTS

2.1 PLC MANUFACTURERS

- A. For PLCs listed in Table 40 63 43-1, provide the following type PLCs:
 - 1. Modicon, Model M340

- B. For PLCs listed in Table 40 63 43-2, provide the following type PLCs:
1. Allen-Bradley, Model: CompactLogix 5069-L306ER with 5069 I/O preferred.

2.2 PROGRAMMABLE LOGIC CONTROLLER (PLC)

- A. General Description
1. Programmable controller manufactured to NEMA ICS 3 with component circuit boards manufactured to NEMA ICS 2.
 2. Rack-mounted design. Modular.
 3. Provide all terminal blocks, wiring arms.
 4. Ability to program through an IBM compatible computer.
 5. Provide all power supplies, cabling, surge protection, input/output (I/O) racks, extensions, and ladder logic program to accommodate required I/O and system control as specified in previous sections.
 6. Programmable with software by the same manufacturer in strict accordance with IEC 1131-3 standards.
- B. Configuration
1. Processor Unit - Include processor, power supply, EEPROM memory, input/output modules, and special modules required to communicate with other PLCs and other equipment designated to communicate digitally with the PLCs.
 2. PLC Module Capacity (for PLCs listed in Table 17100-1)
 - a. Backplanes or I/O racks shall have a minimum of 10 slots and the capability to support any I/O configuration utilizing all slots.
 - b. Provide a minimum of two spare slots.
 - c. Provide covers for empty slots.
- C. Table 40 63 43-1 PLC CPUs
1. Memory Size - Minimum 16K of logic memory.
 2. Processing Speed – Final program scan time shall not exceed 5 milliseconds in any one PLC. In PLCs where the scan time exceeds this requirement, the CPU shall be replaced with a larger CPU at no additional cost to the Owner.
 3. Reserve Memory – Final program shall not exceed 65 percent of the available CPU program capacity. In PLCs where the program occupies more than this amount, the CPU shall be replaced with a larger CPU at no additional cost to the Owner.
 4. CPU microprocessor shall be by Intel, AMD, or Motorola.
 5. Each CPU shall be able to address a minimum of 2,048 I/O points. Provide quantities of CPUs as recommended by the manufacturer for the quantities of I/O points for each PLC provided.
 6. CPU shall have a minimum of one communication port for 10Base T Ethernet and one serial communication ports for programming and interface with setpoint stations. Minimum speed of the serial communication ports shall be 19,200 BPS. Ethernet port shall provide 10 MBS data transfer to the network, hence intermediary communication adapters that reduce this

data transfer rate are not acceptable.

D. Table 40 63 43-2 PLC CPUs

1. Memory Size - Minimum 8K of logic memory, 512K RAM, minimum.
2. Processing Speed – Final program scan time shall not exceed 5 milliseconds in any one PLC. In PLCs where the scan time exceeds this requirement, the CPU shall be replaced with a larger CPU at no additional cost to the Owner.
3. Reserve Memory – Final program shall not exceed 65 percent of the available CPU program capacity. In PLCs where the program occupies more than this amount, the CPU shall be replaced with a larger CPU at no additional cost to the Owner.
4. CPU microprocessor shall be by Intel, AMD, or Motorola.
5. Each CPU shall be able to address a minimum of 2048 I/O points. Provide quantities of CPUs as recommended by the manufacturer for the quantities of I/O points for each PLC provided.
6. CPU shall have a minimum of one communication port for EthernetIP and one serial communication ports for programming and interface with setpoint stations. Minimum speed of the serial communication ports shall be 19,200 BPS.
7. Provide communication adapter modules as necessary to communicate with cellular modems, HMIs, and other equipment as necessary to achieve specified system architecture.
8. Provide Time of Day (TOD) clock option adapters.

E. Input/Output Units

1. PLC
 - a. All I/O modules for PLCs shall be of the same form-factor as the PLC CPU and shall plug into the PLC backplane (rack).
 - b. Use discrete I/O modules with a minimum of 8 and a maximum of 16 points each, 24VDC or 120VAC as required by I/O lists. Discrete outputs shall be isolated. All discrete input modules shall have the same number of points. All discrete output modules shall have the same number of points.
 - c. Use analog I/O cards with a maximum of 8 channels per card. Use voltage, current, or other analog arrangements as required by I/O lists. Analog I/O shall have minimum 12-bit resolution. All analog inputs and outputs shall be isolated. All analog modules shall have the same number of points.
 - d. Combination I/O modules are not acceptable.
2. Installed Spare I/O - Provide the following installed spare I/O above the quantities listed in the I/O list:
 - a. Provide a minimum of four discrete inputs at each PLC.
 - b. Provide a minimum of four discrete outputs at each PLC.
 - c. Provide a minimum of two analog inputs at each PLC.
 - d. Provide a minimum of two analog outputs at each PLC.
 - e. Wire all installed spare points to terminal strips. These terminal blocks do not count toward installed spare terminal blocks.

- f. Discrete outputs shall be isolated using an interposing relay. Provide relays for used and installed spare discrete outputs.
 - g. In PLC enclosures where signal isolators are used to isolate analog inputs or analog outputs, provide signal isolators for each installed spare analog I/O point.
 - 3. Refer to I/O list for I/O points for each PLC enclosure.
 - a. All I/O shall be wired to terminal strips. Where relays, intrinsically safe barriers and/or surge protection for I/O are required, wiring shall be from the I/O module to the relay, barrier, or surge protector to the terminal strip.
 - b. Provide intrinsically safe barriers for I/O originating in hazardous areas as indicated on the Contract Drawings. Installation and separation of wiring shall be in full accordance with the latest revision of the National Electrical Code (NEC).
 - c. Provide surge protection in accordance with Section 40 61 00, Instrumentation. Surge protection shall be located on a separate DIN-rail from the terminal strips.
 - d. Provide loop and external power supplies for all field devices that require such power.
 - e. Provide 120 VAC power for all 120 VAC discrete outputs.
 - f. Provide 24 VDC power for all discrete inputs.

2.3 FIREWALL/ETHERNET SWITCHES (DIN-RAIL MOUNTED)

- A. PLC's found in Table 40 63 43-1 shall utilize the following Ethernet Switches:
 - 1. General
 - a. Provide DIN-rail mounted Fast Firewall/Ethernet switches for mounting in PLC enclosures as identified on the SCADA Architecture diagram.
 - b. Provide quantities of switches in each location shown in the SCADA Architecture diagram as necessary to achieve the total quantity of fiber and copper Ethernet ports required. Provide the quantities of fiber and copper ports illustrated on the SCADA Architecture Diagram, with the following minimum: maintain 100-percent spare ports in each enclosure with a minimum of two (2) unused ports in each Ethernet switch and/or expansion module.
 - c. For compatibility with existing Fiber network, no or equals will be accepted. For PLCs listed in Table 17100-1, provide the following type Firewall/Ethernet Switch:
 - 1) Manufacturers shall be:
 - a) Palo Alto, PA-220r
 - d. Specifications
 - 1) Software Layer 3 Enhanced with Internet Group Multicast Protocol (IGMP) snooping enabled.
 - 2) Light source optimized to function with 50 micron/125 micron (core/cladding diameter) fiber optic cabling with duplex SC connectors.

- e. Fiber optic link budget (loss) no greater than 8.0 dB at 1300-nanometers over 0 to 5,000 meters.
 - 1) DIN-rail mounted, fanless design.
 - 2) Manufacturer-rated for industrial use, including temperatures of 0 to 60 degrees C, humidity 10 to 95 percent non-condensing, and an Mean Time Between Failures (MTBE) manufacturer rating greater than 40 years.
 - 3) IEC 60068-2-27 conformity for shock. Capable of withstanding 18 shocks at 15 g of 11 ms in duration.
 - 4) IEC 60068-2-6 conformity for vibration.
 - 5) EN 61000-4 conformity for immunity to electro-magnetic interference (EMI).
 - 6) Support 256 virtual Local Area Networks (VLANs).
 - 7) Device throughput shall be 10/100/1000 GB.
 - 8) Removable terminal blocks with screw compression.
 - 9) Capable of being powered from redundant/dual DC power supply sources.
 - 10) LEDs for Link and Activity per port. Failure LED for switch.
 - 11) Capable of supporting a self-healing, fiber optic ring structure with a reconfiguration time less than 0.3 seconds.
 - 12) Device configuration and monitoring shall be achieved through a web-browser interface via the Ethernet TCP/IP protocol. The device shall include an embedded web server to access configuration and status pages. Ethernet switches that utilize separate configuration software packages are not acceptable.
 - 13) One Form C relay output contact, user-configurable to indicate start-up failure, a broken ring segment, or other warning events.

B. PLC's found in Table 40 63 43-2 shall utilize the following Ethernet Switches:

1. General

- a. Provide DIN-rail mounted Fast Ethernet switches for mounting in PLC enclosures as identified on the SCADA Architecture diagram.
- b. Provide quantities of switches in each location shown in the SCADA Architecture diagram as necessary to achieve the total quantity of fiber and copper Ethernet ports required. Provide the quantities of fiber and copper ports illustrated on the SCADA Architecture Diagram, with the following minimum: maintain 100-percent spare ports in each enclosure with a minimum of two (2) unused ports in each Ethernet switch and/or expansion module.
- c. Specifications
 - 1) Software Layer 2 Enhanced with Internet Group Multicast Protocol (IGMP) snooping enabled.
 - 2) Light source optimized to function with 50 micron/125 micron (core/cladding diameter) fiber optic cabling with duplex SC connectors.

- 3) Fiber optic link budget (loss) no greater than 8.0 dB at 1300-nanometers over 0 to 5,000 meters.
 - 4) DIN-rail mounted, fanless design.
 - 5) Manufacturer-rated for industrial use, including temperatures of 0 to 60 degrees C, humidity 10 to 95 percent non-condensing, and a Mean Time Between Failures (MTBE) manufacturer rating greater than 40 years.
 - 6) IEC 60068-2-27 conformity for shock. Capable of withstanding 18 shocks at 15 g of 11 ms in duration.
 - 7) IEC 60068-2-6 conformity for vibration.
 - 8) EN 61000-4 conformity for immunity to electro-magnetic interference (EMI).
 - 9) Support 256 virtual Local Area Networks (VLANs).
 - 10) Device throughput shall be 10/100/1000 GB.
 - 11) Removable terminal blocks with screw compression.
 - 12) Capable of being powered from redundant/dual DC power supply sources.
 - 13) LEDs for Link and Activity per port. Failure LED for switch.
 - 14) Capable of supporting a self-healing, fiber optic ring structure with a reconfiguration time less than 0.3 seconds.
 - 15) Device configuration and monitoring shall be achieved through a web-browser interface via the Ethernet TCP/IP protocol. The device shall include an embedded web server to access configuration and status pages. Ethernet switches that utilize separate configuration software packages are not acceptable.
 - 16) One Form C relay output contact, user-configurable to indicate start-up failure, a broken ring segment, or other warning events.
- d. Manufacturers shall be:
 - 1) Allen-Bradley, Stratix 8000 Series.
 - 2) Cisco, IE-4000 Series.
 - 3) N-Tron equipment is not acceptable.
 - e. PCWA requires Stratix only.
 - f. Completely compatible and optimized by the CSI for use with the supplied PLC CPU's and other networked equipment.

C. Warranties – Lifetime limited warranty on all Firewall/Ethernet switches

2.4 RADIO EQUIPMENT

- A. Provide DIN-rail mounted cellular radios for mounting in PLC enclosures as identified on the SCADA Architecture diagram.
- B. Provide quantities of cellular radios in each location shown in the SCADA Architecture diagram.

- C. Manufacturer – GE MDS Orbit ECR Cellular Modem
- D. Cellular radio shall be installed and configured by the contractor. After the procurement of the cellular radio, contractor shall program the radio's configuration for a 4G cellular network and inclusion of the PCWA existing cellular network. Coordinate IP addressing and network information with Owner/Engineer. If the system provided is to be used for spread spectrum radio. Incorporate the following wording.

2.5 ANTENNAS

- A. General Description – Provide antennas, and associated appurtenances, at each location as shown on the Contract Drawings. The PCWA PLC shall communicate via a cellular radio sending and receiving signals with the assistance of an antenna.
- B. System supplier shall provide an antenna for each PLC as required to achieve the overall communications requirements of the system (refer to PLC communication system quality requirements). Antennas shall be puck style antenna and mounted such that a strong signal strength is achieved. Mounted antennas shall be of all aluminum construction and rated to withstand at least 100 MPH winds with 0.5-inch radial ice.
- C. Antennas shall be attached to existing structures, such as control panels, buildings, and client owned poles unless existing structures or poles are not available, in which case the Contractor shall provide poles to mount antennas. Particular attention shall be given to the correct installation of the antennas to give adequate protection from nearby lightning strikes.
- D. System supplier shall provide all mounting masts, or poles, as required to support the antennas at the elevations (not to exceed 20 feet from the top of structure unless justified to the Engineer) and orientations required. Masts and poles shall be suitable for outdoor environmental conditions, provide adequate support and protection for transmission lines and be provided complete with all necessary mounting accessories.
- E. Provide TVSS at the input of the antenna cabling to the PLC.

2.6 CATEGORY 6 ETHERNET CABLING

- A. Furnish and install Ethernet cabling in conduit to connect networked PLCs, computers, industrial workstations, and wall-mounted Ethernet jacks to the networked Ethernet switches as shown in the Contract Drawings and in accordance with the project documents.
- B. Specifications
 - 1. Four-pair, 24 AWG cable. 100 percent overall foil shield bonded to jacket inner wall. Braided drain wire.

2. PVC jacket sequentially marked at 2-foot intervals.
3. Bonded pairs.
4. Color coded as follows: White with blue stripe, blue, white with orange stripe, orange, white with green stripe, green, white with brown strip, brown. White conductors must be striped.
5. Allowable pulling tension of 45 lbs.
6. Broadcasting quality of 270 Mbps, minimum.
7. In accordance with the TIA/EIA 568-B.2 Category 6 standard.
8. RJ-45 compatible.
9. Input impedance of 100 +15 ohms up to 100 MHz.
10. Documented and certified performance up to 300 MHz.
11. Sunlight and oil-resistant PVC jacket. Color Blue.
12. Manufactured by Belden, DataTuff, or equal.

2.7 ETHERNET ACCESSORIES

- A. Provide all necessary cabling including, but not limited to, switch uplink cabling, patch cords, network modem Category 6 Ethernet cabling, and power cords in lengths as necessary to locate equipment as specified and directed by the Engineer.

2.8 STRATEGIC WIRING OF I/O

- A. Wiring of I/O shall be planned such that the failure of any single PLC I/O module minimally affects an overall process. The following guidelines shall be adhered to:
 1. Control outputs for multiple pumps of similar purpose shall be distributed across separate PLC output modules.
 2. Where redundant monitoring is designed, such as redundant level transmitters, the signals shall be located on separate I/O modules.
 3. For system components that are distributed across multiple modules, the wiring location on the PLC I/O module shall be consistent for that signal across each of the I/O modules over which similar equipment is distributed. To illustrate, if Pump 1's run indication is wired to Input 1 on module 5, then Pump 2 and Pump 3's run indication shall also be wired to Input 1 on their respective input modules.
 4. It is understood that the above strategic I/O wiring requirements will result in the use of additional modules with installed spares that are not necessarily in contiguous ranges.
 5. Relocate I/O points as directed by the Engineer through the shop drawing reviews.

2.9 ENCLOSURE

- A. All PLC enclosures shall be appropriately sized to accommodate all I/O modules, power supplies, communication equipment, etc. as specified within this section and as necessary to perform the required functions.

- B. Free-standing, NEMA 4X enclosures.
- C. Reserve space within the enclosure for the future provision of two, 10-slot racks.
- D. Control Panel Shelf: PLC cabinet enclosures shall be provided with retractable shelf for temporary use of laptop programming terminals on the inside of the panel door.
- E. A large print pocket shall be provided on interior face of the enclosure door(s). Where this cannot be accommodated due to windows and other control devices mounted on the door, the print pockets shall be mounted on the interior side of the control panels.
- F. Enclosure doors shall be equipped with intrusion switches and 2-hour intrusion bypass spring timers. Intrusion switches shall be wired to discrete inputs at the respective PLC for intrusion monitoring.
- G. PLC enclosures shall not utilize auto-locking doors.
- H. PLC enclosures and associated components shall be in full accordance with Section 40 96 20 - Control Panels.
- I. Maximum footprint for PLC enclosures shall be 36 inches wide by 60 inches tall by 16 inches deep or as otherwise shown on the Contract Drawings.
- J. PLCs shall be mounted 42 inches to 60 inches above finished floor within the enclosure.
- K. Refer to Electrical Contract Drawings for locations and space available for PLCs.
- L. Each enclosure shall have two ground busses, one for instrumentation cable shields and enclosure grounding and one for signal grounding.
- M. Provide grounding lugs for connection to the external grounding system.
- N. Provide a Ground Fault Circuit Interruptor (GFCI), 15-amp duplex receptacle in each PLC enclosure. To be used as a service outlet with both outlets available.
- O. Provide pad-lockable three-point latching, gasketed, keyed locking handles. All PLC enclosures shall utilize the same cylinder lock and keys. Provide two keys per enclosure.
- P. Provide an LED light package in each enclosure. LED light shall utilize a manual light switch and terminal block. Light shall not energize automatically when door is opened. Light shall be Hoffman, Model LEDA1S35, or equal. Provide one centered light within each door opening, i.e., one door requires one light, two doors require two lights, etc.
- Q. Provide DIN-rail mounted utility boxes in each enclosure to store all supplied uninstalled spare fuses and LEDs. Box shall be ITC/bordcase Model 799-103,

Weidmuller Model 7914760001, or equal.

- R. Provide breather and drain vents located and mounted within each enclosure in accordance with manufacturer's recommendations. Utilize Stahlin Model BV4XKIT breather vent and model DV4XKIT drain vent.
- S. Terminal Blocks
 - 1. Terminal blocks shall be DIN-rail mounted compression-screw type.
 - 2. Label via machine printed zack strips as supplied by the terminal block manufacturer. Zack strips shall be plastic labels specifically designed for the supplied terminal block. Zack strips shall be capable of being separated to label stand-alone terminal block, if necessary.
 - 3. Screwless terminal blocks are not acceptable.
 - 4. Provide installed spare terminal blocks to accommodate wiring of PLC I/O modules provided in empty slots. Of the remaining empty slots, estimate half will be 8-point analog cards and half will be 16-point discrete cards. Mount installed spare terminal blocks in a contiguous strip next to the utilized discrete input, output, analog input, or output strips.
 - 5. For discrete I/O, utilize single tier terminal blocks (Phoenix Contact, Model UK 5N, or equal). For analog I/O, utilize double tier terminal blocks with grounding foot (Phoenix Contact, Model SLKK 5, or equal).
- T. Fuse Blocks
 - 1. Provide individual fuses for each PLC module.
 - 2. Fuse blocks shall utilize slow or fast blow glass fuses as appropriate for the protected device.
 - 3. Fuse block shall have an LED that illuminates when the fuse has blown.
 - 4. Label via machine printed zack strips as supplied by the fuse block manufacturer. Zack strips shall be plastic labels specifically designed for the supplied fuse block. Zack strips shall be capable of being separated to label stand-alone fuse block, if necessary.
 - 5. Provide installed spare fuse blocks to accommodate wiring of additional PLC I/O modules. Estimate as is done for terminal blocks.
 - 6. Fuse block manufacturer shall be Phoenix Contact, model UK5-HESI, or equal.
- U. Relays
 - 1. Provide relays for all discrete outputs.
 - 2. Characteristics - Plug-in, spade terminal style with pilot light and retainer clip. All relays shall be DPDT rated 10A, minimum. DIN-rail mount relays.
 - 3. Manufacturer shall be Square D, Type KU, or equal.
- V. Wireway
 - 1. Provide covers for all wireway.
 - 2. For all stand-alone enclosures, provide 3-inch width wireway, minimum.
 - 3. Size width and depth based on 50 percent of area fill. Check the applicable codes to verify fill.

- W. Enclosure Nameplates – Provide the following machine engraved nameplates permanently affixed to the front door of each PLC enclosure:
1. Short Circuit Current Rating (SCCR) – Calculate and display SCCR per UL508A Supplement SB. Contractor shall establish the SCCR of individual, relevant power circuit components; apply current limiting components to modify the SCCR in a portion of a circuit in the panel; and determine the overall SCCR of the panel. Submit itemized SCCR calculations with PLC shop drawings. On the nameplate, identify:
 - a. The panel builder company name and address.
 - b. Main supply voltage, phase, and frequency.
 - c. Electrical power full load current, largest motor FLA, and SCCR.
 - d. Enclosure type rating.
 - e. The lighting panel name (i.e., LP-1) and circuit breaker position (i.e., CB-15).
 2. Enclosure Nameplate – Nameplate as required by Table 40 63 43-1.
- X. Install pertinent final I/O lists, elementary diagrams, and PLC card wiring diagrams in the enclosure of each PLC provided under this Contract. Drawings shall be laminated and bound via a plastic zip strip through a metallic grommet in the upper left-hand corner of each drawing.

2.10 PLC HIGH-SPEED PEER-TO-PEER COMMUNICATION SYSTEMS (PLC NETWORK)

- A. General
1. Communication shall be through TCP/IP and Ethernet.
 2. Minimum data communication speed shall be 10 Megabits per second (mbps).
 3. PLC network topology shall be as shown on the Contract Drawings.
- B. Fiberoptic PLC Network
1. PLC network shall consist of, but not be limited to, the following materials and equipment, which shall be compatible with the PLCs provided by the SCADA system supplier:
 - a. Ethernet switches.
 - b. Fiberoptic cabling.
 - c. Fiberoptic cable connectors.
 - d. Category 6 cable and associated appurtenances.
 2. Fiberoptic Cable – Refer to Section 40 66 33, Fiber Optic Communication Systems.

2.11 PLC ACCESSORIES

- A. 24 VDC Power Supply
1. Provide a sufficient quantity of 24 VDC power supplies as necessary to power PLC equipment and instrumentation connected to the PLC.
 2. Power supplies shall be manufactured by PULS, Phoenix Contact, Allen-

Bradley, or equal. Power supplies shall meet, or exceed, the following requirements.

- a. UL 508 listed, CE approved.
 - b. DIN-rail mounted.
 - c. Removable, pluggable connections for input and output power.
 - d. Local output status indication light.
 - e. Overload Protection - Current limited to a preset value.
 - f. 89 percent efficient.
 - g. Output Voltage - 24 VDC +5 percent adjustable.
 - h. Temperature Range - -20 to 50 degrees C.
 - i. Mean lifetime of 500,000 hours.
 - j. Two-year warranty.
 - k. Ripple and Noise - 24 mV RMS, 200-mV peak to peak.
 - l. Accept input voltages of both 120 VAC and 240 VAC.
 - m. Fully enclosed, touch-safe.
 - n. Integral LEDs indicating DC Power ON.
3. Power supplies shall be supplied in redundant pairs, with each pair provided with a redundancy module of the same manufacturer as the power supplies and specifically designed for use as a redundancy module for the furnished power supplies. Redundancy module shall accept two independent inputs and provide one power source output. Redundancy module shall automatically decouple the standby power supply to remove the load from the standby power supply when the primary power supply is operational and functioning properly. Redundancy module shall provide dry contact outputs indicating the health of each power supply. The redundancy module shall have integral LEDs indicating the status of each power supply. Transition of power between the primary and standby power supply shall not affect continuity of power to any of the supplied loads.

B. I/O Signal Surge Suppressors

1. Provide I/O surge suppression for all discrete and analog signals terminating or originating out of doors or in other buildings and as specified in Section 40 61 00, Instrumentation.
2. PLC TVSS – Metal Oxide Varistor (MOV)- based surge suppression with an active tracking filter.
 - a. Provide one power protection device for each PLC enclosure.
 - b. Manufacturer – Emerson Network Power, Model Islatrol IE; or equal.
 - c. Minimum of 160 Joules protection between line-neutral, line-ground, and neutral-ground for a total of 480 Joules protection.
 - d. Response Time – Less than 1 nanosecond (in Normal mode).
 - e. 40kOhm surge capability on a 8x20 microsecond waveform.
 - f. UL1449 listed for safety and performance.
 - g. Manufactured by an ISO 9001 company.
 - h. Load side sine wave tracking circuitry.
 - i. Arrays of MOVs shall be located directly on the load side terminals and line side terminals to minimize response time.

- j. Enclosure – Sand packed or epoxy filled.

2.12 UNINTERRUPTIBLE POWER SUPPLY (UPS)

A. Characteristics

1. Provide one Online Double Conversion UPS for each PLC. Line Interactive, Offline-Standby, Double Conversion On Demand, and Ferro-resonant technologies are not acceptable.
2. Minimum Watt Capacity - See paragraph 2.11.C below.
3. Minimum Volt-ampere Capacity - See paragraph 2.11.C below.
4. Four 120 volt, 5-15R, output receptacles, minimum.
5. Alarms - Battery backup operation, low run time remaining, and overload.
6. Automatic current and over-voltage output protection.
7. Operating Input Voltage - 99 VAC - 138 VAC.
8. No interruption (no transfer time for normal power to battery backup) of power to the PLC system.
9. Efficiency - 95 percent.
10. Brownout protection for input voltages of 88 VAC without the use of the batteries.
11. Lightning and Surge Protection - ANSI/IEEE C62.41 Categories A and B with 0.3 to 0.7 percent.
12. Radio Frequency Noise Isolation - 38 dB common mode, 47 dB normal mode.
13. Power Reserve Time at Full Power Draw - One hour, minimum. See paragraph 2.11.C below for power draw requirements. SCADA system supplier shall submit calculations to substantiate sizing.
14. Manufacturer – APC Smart-UPS Online SKU-SMT1500C

- B. PLC power supply shall be backed up by the UPS. The required capacity of the UPS shall be determined by the load requirements of the PLC and its peripherals. As a minimum, the UPS shall maintain power to the entire panel, all communication devices and modules, all relays, all loop power supplies, all indicators, the PLC, and all PLC I/O that is powered from the panel, setpoint station, but not the heating/cooling system for the panel.

- C. It is preferred that the UPS be located in the same enclosure as the PLC, unless panel size or cooling requirements make it impractical. In that case, it shall be located on a wall shelf located above the PLC enclosure. Shelf shall be provided by the Contractor.

2.13 ENCLOSURE SUN SHIELDS

- A. General – Enclosure sun shield plates shall be fabricated by the contractor using 316 SS and installed on standoffs on the top, south side, and west side of each PLC enclosure. Fabricated plate width and height shall span the entire length of the top and/or side of the enclosure to fully protect the enclosure.

- B. Sun shield color shall be coordinated with and approved by the owner. Submit the color to be used as part of the shop drawing submittal.

2.14 INTERNAL TEMPERATURE SENSOR

- A. Characteristics
 - 1. Provide one wall mount temperature sensor for each PLC enclosure. Provide all mounting, power supplies and cable needed to connect the sensor to an analog input card on the PLC.
 - 2. The temperature range shall be 0 to 135 degrees F.
 - 3. The output shall be 4-20 mA.
 - 4. The input power shall be 24 Vdc.
- B. Manufacturer – OMEGA EWS-TX or equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Verify field measurements are as shown on Drawings.
- C. Verify that required utilities are available, in proper location, and ready for use.
- D. Beginning of installation means installer accepts conditions.
- E. Verify grounding of system.

3.2 PANEL FABRICATION

- A. Install in accordance with manufacturer's instructions.
- B. Wire Labeling
 - 1. All wiring shall be labeled within 1.0-inch of stripped sheathing.
 - 2. Wire label text shall be visible in its installed location without manual manipulation.
 - 3. Wire shall carry the same wire number for an entire contiguous segment.
 - 4. Wires shall be labeled via machine-generated print on polyester or polyvinyl film.
 - 5. In the event that labels begin to fall off or text begins to smudge, or otherwise begin to become illegible, within one year of panel delivery to the site, the Contractor shall remove all labels within the panel with new labels at the Contractor's own expense. In this case, the Engineer must approve replacement labels.
- C. Device Labeling - All subpanel-mounted devices shall be labeled.
 - 1. Devices that do not require external power (24 VDC or 120 VAC) shall be

labeled via machine-generated print on polyester or polyvinyl film. Print shall not be capable of being washed off, smudged, or erased. Labeled components include, but are not limited to, individual terminal blocks, control relays, individual fuses, individual I/O surge suppressors, and grounding bars.

2. Devices that require 24 VDC external power or 120 VAC shall be labeled via machine engraved plastic nameplates utilizing white text on black background. Nameplates shall be secured to the subpanel via permanent adhesives. Labeled components include, but are not limited to, disconnect switches, TVSS, power supplies, PLC backplanes, circuit breakers, DIN-rail strips, radios, Ethernet switches, UPSs, and convenience receptacles.
3. Exemptions – Individual PLC I/O modules only.

D. Supplier-Fabricated Cabling – All cabling fabricated by the panel fabricator

3.3 SHOP TESTING

- A. To verify that all PLCs are ready for system programming, the system’s integrator shall perform the following shop testing prior to shipment to the site:
 1. Perform a test configuration on all PLC modules to verify that all PLC CPUs communicate with the associated I/O modules, including inter-rack communication.
 2. Install the UPS, and power supplies, simulate all device outputs to the PLC, and verify that the signals are read properly at the PLC. As part of the testing of the UPS, fully charge the UPS battery and disconnect line power from the UPS and verify that:
 - a. “Power Loss” is sensed by the PLC when line power is disconnected.
 - b. Verify that when the UPS battery low that “Low UPS Battery” is sensed by the UPS.
 - c. Record the time it takes for the UPS battery to completely drain from full charge once line power is disconnected from the PLC panel.
 3. Point test all PLC I/O to verify that all I/O modules are correctly wired to the terminal strips and that the PLC I/O modules function properly. Testing shall be performed between terminal points on the I/O module to the terminal strip the electrician will terminate field wiring to.
 4. Leave all configuration programs in the PLC CPU.
 5. Perform testing to verify that the Ethernet communication between the PLCs is in accordance with the manufacturer’s requirements.
- B. After all testing has been successfully completed, contact the Engineer to schedule an in-shop inspection by the Engineer. Contractor shall have the personnel that performed the testing present to perform random verification of the tests performed by the integrator.
- C. Submit a written report to the Engineer prior to scheduling Engineer’s in-shop inspection.

- D. The Contractor shall furnish all instruments and a qualified engineer to properly perform all tests required.
- E. FAT shall not be approved and authorized for shipment from the fabricator's facility until PLC wiring diagrams are updated to reflect "As Fabricated" conditions and marked "As Built."

3.4 INSTALLATION

- A. These services only apply to PLC's found in Table 17100-2. City of Roseville will provide the configuration and startup serves of the Palo Alto PA-220r in the City of Roseville PLC Panel.
- B. Install in accordance with manufacturer's instructions.
- C. PCWA will provide the configuration and startup services of the PCWA's PLC, Network Switch, and Radio.
- D. All electrical work performed in fabrication and installation of PLC systems shall be in full accordance with the requirements of the Division 16 Electrical Specifications.
- E. Contractor is responsible for aligning all antennas and testing communication strength in the field.
- F. Assemble and configure all switches and locate equipment within the plant in locations as shown on the Contract Documents and as directed by the Engineer.
- G. Terminate Category 6 cabling in accordance with TIA/EIA-568-B pin/pair assignments for 100-Ohm balanced twisted pair cabling (T568B), as follows:
 - 1. Pin 1 - White with Orange Stripe.
 - 2. Pin 2 - Orange Solid.
 - 3. Pin 3 - White with Green Stripe.
 - 4. Pin 4 - Blue Solid.
 - 5. Pin 5 - White with Blue Stripe.
 - 6. Pin 6 - Green Solid.
 - 7. Pin 7 - White with Brown Stripe.
 - 8. Pin 8 - Brown Solid.
- H. Ethernet Switch Configuration - Include on-site time for a factory-trained, manufacturer's representative to configure Ethernet switches listed in Table 40 63 43-4 as follows. Configuration of the Palo Alto Firewall/Ethernet Switch shall be done by the City of Roseville.
 - 1. Program IP addresses into each switch using IP addresses supplied by the Owner/Engineer.
 - 2. Configure parameters appropriate for an industrial control network including, but not limited to, enabling IGMP snooping and QoS.
 - 3. Configure Ethernet switches to function in a self-healing, redundant ring

architecture.

4. Advise Engineer of parameters available for the Ethernet switch's integral relay output contact and program as selected by the Engineer.
 5. Assist in troubleshooting network issues at the request of the Engineer.
 6. Configure managed Ethernet switches - Coordinate configuration of managed switch properties with the Engineer via shop drawings. Schedule a meeting with the Engineer prior to in-field switch configuration to review switch configuration parameters and discuss intended managed switch function. Switch configuration shall occur before any Ethernet devices are put into service. Perform site visits for switch configuration to meet the sequence of construction. Switch configuration may include: routing, development of up to three Virtual Local Area Networks (VLANs), configuration of IP addresses, traffic management, rules, and setup of switch management software of multiple computers. Contractor shall take the lead on researching, collecting, and presenting all available configuration options.
-
- I. Install cables in the raceway systems. Inspect raceways prior to pulling in cables. Rod and swab out conduits and ducts prior to installing cables. Notify the Engineer of any conditions, which would prevent installation of the specified cables, in writing before proceeding with the installation.
 - J. Provide adequate put-up lengths on cable reels to make termination-to-termination runs without splices. Spliced cables are not acceptable.
 - K. Support cables in riser conduits at intervals as required by NEC and cable manufacturer.
 - L. Installation tools and materials shall be approved by the cable manufacturer.
 - M. Reroute and reorganize network cabinet cable routing and equipment layout as requested by the Engineer in the field.

3.5 IDENTIFICATION

- A. Label each termination point on each end of the Category 6 cable with machine-printed, Mylar permanent-adhesive stickers. For example, each cable shall be labeled as "PLC-3/Port 6," "PLC-3A/Port 2," "Superintendent's Office Jack 1/Port 3," etc.
- B. Tag each cable in junction boxes.
- C. Check cables and wires for proper identification numbering and color-coding.

3.6 CHECKOUT AND TESTING

- A. Upon receipt of Category 6 reels, perform pre-installation ("on the reel") measurements to verify attenuation, length and continuity. Record the results of

all measurements and submit to the engineer. Cables that fail continuity or that have higher than specified attenuation shall be subject to rejection and shall be replaced at no additional cost to the Owner.

- B. Make the following tests after cable installation:
1. Upon completion of the cable installation, perform 100 percent bi-directional end-to-end loss testing of cable runs between each port and switch.
 2. The calculated and measured values of the end to end shall be in accordance with Category 6 standards. In the event that any differences are in excess, implement troubleshooting techniques and methods to provide agreement. If the discrepancies cannot be reconciled, the cable installation shall be removed, replaced, and retested at no additional cost to the Owner.

END OF SECTION

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Item No.	Equipment Item	Equipment Designation	Description	Function Designation	Input or Output	I/O Type	Electrical Characteristic	In/Out Building?	Remarks
Pressure Relief Valve Vault									
6010	Pressure Reducing Valve	PRV-6010	Position Indication	ZI	Input	Analog	4-20mA	Out	Pressure Transmitter Pressure Transmitter Set float above normal operating range of sump pump.
			Position Indication	ZC	Output	Analog	4-20mA	Out	
6020	PRV Upstream Pressure	PIT-6020	Pressure Indication	PI	Input	Analog	4-20mA	Out	
6030	PRV Downstream Pressure	PIT-6030	Pressure Indication	PI	Input	Analog	4-20mA	Out	
6080	Sump Level High	LSH-6080	Level High	LSH	Input	Discrete	24 VDC	Out	
6050	PRV Vault Hatch Open	ZSH-6050	Hatch Open	YIO	Input	Discrete	24 VDC	Out	
Flow Meter Valve Vault									
6040	Five Start Intertie Flow	FIT/FE-6040	Flow Indication	FI	Input	Analog	4-20 mA	Out	
			Totalizer Pulse	FQI	Input	Discrete	24 VDC	Out	
6060	Meter Vault Hatch Open	ZSH-6060	Hatch Open	YIO	Input	Discrete	24 VDC	Out	
Sump Pump									
6090	Sump Pump Run Status	PMP-1	Run Status	YI	Input	Discrete	24 VDC	Out	
To City of Roseville PLC Panel									
6010	Pressure Reducing Valve Position	PRV-6010	Position Indication	ZI	Output	Analog	4-20mA	Out	Pulsed output to verify communications between the PLCs is working.
6020	PRV Upstream Pressure	PIT-6020	Pressure Indication	PI	Output	Analog	4-20mA	Out	
6030	PRV Downstream Pressure	PIT-6030	Pressure Indication	PI	Output	Analog	4-20mA	Out	
6080	PRV Vault Sump Level High	LSH-6080	Level High	LSH	Output	Discrete	24 VDC	Out	
6040	Five Start Intertie Flow	FIT/FE-6040	Flow Indication	FI	Output	Analog	4-20 mA	Out	
6040			Totalizer Pulse	FQI	Output	Discrete	24 VDC	Out	
6050	PRV Vault Hatch Open	ZSH-6050	Hatch Open	YIO	Output	Discrete	24 VDC	Out	
6060	Meter Vault Hatch Open	ZSH-6060	Hatch Open	YIO	Output	Discrete	24 VDC	Out	
6070	Communication Heartbeat		Heartbeat Pulse	YS	Output	Discrete	24 VDC	Out	
PLC Status									
6090	Panel AC Power Loss		AC Power Loss	JAA	Input	Discrete	24 VDC	In	
6091	Primary DC Power Supply Failure		Failure Indication	JDA	Input	Discrete	24 VDC	In	
6092	Secondary DC Power Supply Failure		Failure Indication	JDA	Input	Discrete	24 VDC	In	
6093	Uninterruptible Power Supply (UPS) Failure		UPS Fault	YAF	Input	Discrete	24 VDC	In	
6094	PLC Cabinet Internal Temperature		Temperature Indication	TI	Input	Analog	4-20 mA	In	
6095	Control Panel Open		Open Indication	YIO	Input	Discrete	24 VDC	In	

Item No.	Equipment Item	Equipment Designation	Description	Function Designation	Input or Output	I/O Type	Electrical Characteristic	In/Out Building?	Remarks
From PCWA PLC Panel									
6010	Pressure Reducing Valve Position	PRV-6010	Position Indication	ZI	Input	Analog	4-20mA	Out	
6020	PRV Upstream Pressure	PIT-6020	Pressure Indication	PI	Input	Analog	4-20mA	Out	
6030	PRV Downstream Pressure	PIT-6030	Pressure Indication	PI	Input	Analog	4-20mA	Out	
6080	PRV Vault Sump Level High	LSH-6080	Level High	LSH	Input	Discrete	24 VDC	Out	
6040	Five Start Intertie Flow	FIT/FE-6040	Flow Indication	FI	Input	Analog	4-20 mA	Out	
6040			Totalizer Pulse	FQI	Input	Discrete	24 VDC	Out	
6050	PRV Vault Hatch Open	ZSH-6050	Hatch Open	YIO	Input	Discrete	24 VDC	Out	
6060	Meter Vault Hatch Open	ZSH-6060	Hatch Open	YIO	Input	Discrete	24 VDC	Out	
6050	Communication Heartbeat		Heartbeat Pulse	YS	Input	Discrete	24 VDC	Out	Pulsed output to verify communications between the PLCs is working.
PLC Status									
6090	Panel AC Power Loss		AC Power Loss	JAA	Input	Discrete	24 VDC	In	
6091	Primary DC Power Supply Failure		Failure Indication	JDA	Input	Discrete	24 VDC	In	
6092	Secondary DC Power Supply Failure		Failure Indication	JDA	Input	Discrete	24 VDC	In	
6093	Uninterruptible Power Supply (UPS) Failure		UPS Fault	YAF	Input	Discrete	24 VDC	In	
6094	PLC Cabinet Internal Temperature		Temperature Indication	TI	Input	Analog	4-20 mA	In	
6095	Control Panel Open		Open Indication	YIO	Input	Discrete	24 VDC	In	

SECTION 40 64 00

PLC CONTROL STRATEGY

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Control summaries for the following system components:

Five Star Intertie

- B. This section is for reference only, there are no requirements for the Contractor.

1.02 FIVE STAR INTERTIE

- A. Description

The Five Star Intertie (FSI) provides treated water from PCWA to the City of Roseville. The FSI is programmed to maintain PRV Downstream Pressure. The Pressure Reducing Valve (PRV) at FSI will modulate open or closed to provide a given water pressure. The PCWA PLC will be used to control the PRV and provide status and alarms for the Agency Staff. The City of Roseville's PLC will only provide status and alarms.

The FSI consists of the following valves:

- 1) PRV6010 –10" Valve

The estimated maximum flow would be about 2500 to 3000 GPM.

A minimum flow rate of 35 gpm must be met in order to open PRV6010. PRV6010 should not be operated below these flow rates.

- B. PRV Operation

Normal Operation

Under normal operation the PRV6010 will modulate open or close to maintain the operator settable desired pressure.

An operator will have a settable deadband set around the desired pressure setpoint. When the Downstream Pressure (PIT6030) is within the deadband the valve will not open or close. If pressure increases or decreases the valve will open or close (PRV6010) accordingly to achieve the desired Downstream Pressure (PIT6030).

Loss of Communications

- 1) Loss of communications to FSI will result in a call out alarm and PRV6010 will continue to locally operate to the last known value.

Manual Operation

- 2) The PRV6010 can also be run in manual mode by selection PRV6010_MANUAL. To run in manual mode, system operators via SCADA would:
 - a) Open the inlet valve PRV6010.
 - b) Set the position of the valve PRV6010 to an open percentage in order to achieve the desired pressure.

C. Devices, Alarms, and Interlocks

Valve PRV6010

- 1) Set Emergency closure speed to close valve in 90 seconds from full flow to closed.

Pressure Indicating Transmitter PI6020

- 2) Indicates the line pressure upstream of Valve PRV6010

Valve ZI6010

- 3) Indicates the valve position of Valve PRV6010.

Pressure Indicating Transmitter PI6030

- 4) Indicates the line pressure downstream of Valve PRV6010

Flow Meter FE6040

- 5) Measure flow from PCWA to City of Roseville. Alarms at flows lower than 35 GPM.

Limit Switch ZSH6050

- 6) Indicates whether vault hatch is open or closed.

Float Limit Switch LSH6080

- 7) Indicates high water level in PRV Vault.

Float Switch ZSH6060

- 8) Indicates high water level in Flow Meter Vault.

Sump Pump YI6090

- 9) Indicates running status of PMP1.

D. Related Documents

Five Star Intertie Improvement Project P&ID Record Drawings (I-102)

E. Devices, Alarms, and Interlocks

Five Star Intertie Improvement Project P&ID Record Drawings (I-102)

F. Recording

The following data will be recorded for use by operations.

- 1) Flow rate to the raw water pipeline (gpm)
- 2) Total volume to the raw water pipeline (gpm)
- 3) Sump pump run time.

END OF SECTION

SECTION 40 66 33
FIBER OPTIC COMMUNICATION SYSTEMS

PART 1 GENERAL

1.1. DESCRIPTION OF WORK

- A. Furnish and install fiber optic cables and appurtenances necessary for the plant's networks to communicate as specified in the Division 40 specifications and as shown on the SCADA architecture sheets of the Contract Drawings.
- B. Equipment and labor specified in this specification section shall be supplied and installed by a single manufacturer that has sole responsibility for the function of the fiber optic system and its final performance.

1.2. RELATED SECTIONS

- A. Section 33 – Utilities
- B. Section 26 - Electrical
- C. All Division 40 specifications

1.3. REFERENCE STANDARDS

- A. National Fire Protection Association (NFPA) - NFPA 70 National Electrical Code (NEC) Article 70.
- B. Underwriters Laboratories, Inc. (UL)
 - 1. UL 1581 VW-1; Vertical Tray Cable Flame Test.
 - 2. UL 1666 Riser Cable.
- C. IEEE Standard 383-1974 Flame Retardancy.
- D. ANSI/NECA/BICSI 568-2001, Standard for Installing Commercial Building Telecommunications Cabling.
- E. ANSI/TIA/EIA-569-A for maximum length of conduit and bends between pull points and pull box sizing.
- F. ISO/IEC 11801 - Type OM3 fiber
- G. IEC 60793-2-10 - Type A1a.2 fiber

1.4. DEFINITIONS

- A. Attenuation - The decrease in magnitude of transmission signal strength between points, expressed as the ratio of output to input.

- B. Bandwidth - A range of frequencies, specifically the difference between the upper and lower limits of the range, expressed in Hz.
- C. Loss - Attenuation of the optical signal, measured in dB.
- D. Numerical Aperture - the light-gathering ability of a fiber. The maximum angle to the fiber axis at which light will be accepted and propagated through the fiber.
- E. Plenum - A designated area used for transport of environmental air as part of the air distribution system. Because it is part of the air distribution system, cables installed in this space require a higher fire rating (i.e., plenum rated).
- F. Bend Radius - Maximum radius that a cable can be bent to avoid physical or electrical damage or cause adverse transmission performance.
- G. OTDR - Optical Time Domain Reflectometer.
- H. Cable Support System - A combination of conduits, cable trays, support hooks, tie wraps, and/or any other hardware pieces used in a cabling installation to support cables.
- I. Terminate/Termination - Termination of fiber includes provision of connectors on individual fibers, also referred to as "tipped." Termination of fiber optic cables includes provision of a breakout kit and installation of connectors on individual fibers.
- J. SCADA Architecture Diagram - Contract drawing illustrating the project's network architecture. Identifies relative routing between fiber consumers. Actual routing and lengths shall be determined using ductbank schedules and through coordination with the General Contractor.
- K. Channel - Two fibers are required for one channel of communication, which is comprised of a transmit and receive fiber.

1.5. SUBMITTALS

- A. Shop Drawings - Submit per Design Assist Construction Agreement section 2.15. The following submittal requirements are to complement the requirements and format set forth in Section 40 61 00, Instrumentation.
 - 1. Cable pulling plan that specifies the sequence of work tasks, materials and equipment used, and a schedule for the work. AutoCAD 2016 or later drawings illustrating all runs of fiber, patch panels, network cabinets, transition from jacked cable to individual fibers, Ethernet switches, and PLCs.
 - 2. Proposed test equipment to be used including OTDR and power meter, including make and model number. Detail the exact procedure that will be utilized to test cable reels once they are delivered to the site. Separately detail the procedure that will be utilized to test installed cables.

3. Link Loss Budget Analysis - Calculated point-to-point (transmit point to receive point) optical power loss of each optical fiber using proposed installed cable lengths. Include all losses through LC connectors and patch panels. Submit calculated values including sketches graphically showing the proposed cable route, distances, itemized losses, and locations of terminations. After testing installed network, these calculated values shall be compared with end-to-end measured values.
 4. Submit a 1-foot sample of the proposed fiber optic equipment to be provided as follows: fiber optic cable with breakout kit, tipped, and a single fiber adapter panel with type *LC connectors. Sample shall display labeling technique. Only one sample need be submitted in the Engineer's copy of the shop drawings, not one for every shop drawing copy. Sample may be tested, and will be retained, by the Engineer.
- B. Project Record Documents - The following submittal requirements are to complement the requirements and format set forth in Section 40 61 00, Instrumentation.
1. Comparison of as-installed (tested) losses to calculated losses. Include cable end-to-end and node-to-node (transmit to receive) test data.

1.6. COORDINATION

- A. Take the lead on coordinating switch and fiber operation and installation requirements with other suppliers of Ethernet-based equipment that will be utilizing fiber throughout this project. Utilize the SCADA architecture diagram to identify fiber consumers. Coordinate with the General Contractor to obtain contact information for these fiber consumers.
- B. Coordinate spacing of spools in fiber optic patch panel with fiber optic cable and fiber optic patch cord manufacturer recommendations for installed bending radii.
- C. Coordinate with electrician for mounting locations for fiber optic patch panels.
- D. Coordinate space mounting requirements to minimize fiber optic jumper cable lengths. Locate fiber patch panel to maintain shortest possible fiber optic jumper cable lengths. Limit distance of separation to 15-feet of jumper cable length.

1.7. SPARES

- A. Provide one preterminated/tipped and tested spare fiber optic jumper cable for each installed fiber optic jumper cable. Provide a rigid case to accommodate all uninstalled spare fiber optic jumpers.
- B. Provide one fiber adapter panel (FAP) with type LC connectors for each type used.

PART 2 PRODUCTS

2.1. FIBER OPTIC CABLE

- A. Manufacturer
 - 1. Corning, Model Altos
- B. General
 - 1. Provide single-mode optical glass fiber cores compatible with LED-based transmission systems and the Ethernet switches supplied under Sections 40 63 43, Programmable Logic Controller, suitable for both Fiber Optic Inter-Repeater Link and Fiber Distributed Data Interface networks.
 - 2. All-plastic fiber-core construction is not acceptable.
 - 3. Provide in continuous (without termination) lengths as required to connect Ethernet devices in locations shown on the Contract Drawings.
- C. Fiber Optic Cable
 - 1. Heavy duty, tight-buffered or gel-filled construction with additional strength members, PVC inner jacket, and oil, water, and chemical resistant, UV stabilized, flame retardant, polyethylene outer jacket, designed for indoor/outdoor application and direct burial.
 - 2. Cable Specifications
 - a. Fiber Size - 50 micron/125 micron (core/cladding diameter).
 - b. Fiber Count – Six fibers (minimum).
 - c. Maximum Short-Term Tensile Load - 300 lb.
 - d. Maximum Long-Term Tensile Load - 180 lbs.
 - e. Crush Resistance - 80 pounds per square inch.
 - f. Operating Temperature - -40 to +50 degrees C.
 - g. Fibers shall have the following optical properties:
 - 1) Maximum attenuation at 850 nm wavelength - 2.5 dB/km.
 - 2) Maximum attenuation at 1300 nm wavelength - 0.8 dB/km.
 - 3) Minimum bandwidth at 850 nm wavelength - 1500 MHz/km.
 - 4) Minimum bandwidth at 1300 nm wavelength - 500 MHz/km.
 - 5) Numerical aperture - 0.250 ± 0.015 .

2.2. FIBER TIPS/FIBER CONNECTORS

- A. Small Form-Factor Pluggable (SFP) Fiberoptic Module Transceivers
 - 1. Provide quantities of fiberoptic SFP modules as required to facilitate the fiberoptic architecture illustrated in the SCADA Architecture Diagram on the Contract Drawings.
 - 2. SFP Specializations
 - 3. Utilize LC connections.
 - 4. In the supplied architecture, with the supplied fiberoptic cabling, Ethernet switches, and SFP's, the system shall support a bandwidth of 1.0GB up to 550 meters.
 - 5. Wavelength – 850 nm.

6. Core Size/Cladding Size – 50/125 microns.
 7. Model Bandwidth – 500 MHz/km. Supported Distance at Maximum Rated Bandwidth 550 meters (1,804 feet).
 8. Connector Loss (typical) - 1 dB.
 9. Durability (mating cycles) - 1000 (minimum).
 10. Repeatability - Less than 0.2 dB.
 11. Operating Temperature - -40 to +80 degrees C.
 12. For compatibility with existing Fiber network, no or equals will be accepted. For equipment listed in Table 40 63 43-1, provide the following SFP Fiberoptic Module Transceiver:
 - a. Palo Alto, Model PAN-SFP-LX
- B. All fibers, including unused fibers, shall be terminated/tipped. Provide flexible vinyl protectors for terminal connectors to prevent damage to terminal connector ends.

2.3. FIBER PATCH PANELS

- A. Provide fiber optic patch panels in quantities as required by the SCADA architecture diagram. For compatibility with the existing fiber network, no or equals will be accepted.
- B. Manufacturers shall be:
1. Dispace, Model SNAP-12LC-SM
 2. Corning, Model SPH-01P
- C. Characteristics
1. Wall-mounted, all metal construction enclosure in color Black.
 2. Separate doors for service side and user side compartments with keyed locks.
 3. Supply fiber optic cable routing kit, including grommets, cable ties, spools, strain relief bracket and ID/caution labels.
 4. RoHS compliant.
 5. Spools must be spaced to accommodate fiber optic cable and fiber optic patch cord minimum installed bending radii.
- D. Provide FAPs by the same manufacturer as the fiber patch panel and of model designed specifically for the supplied patch panel.
1. FAPs shall screw into place, compression fittings are not acceptable.
 2. Each FAP shall have a sufficient quantity of connectors to accommodate the quantity of cables shown on the SCADA architecture diagram.
- E. Coordinate space mounting requirements to minimize fiber optic jumper cable lengths. Locate fiber patch panel to maintain shortest possible fiber optic jumper cable lengths. Limit distance of separation to 15 feet of jumper cable length.

- F. Provide preterminated and tested duplex fiber optic jumper cables for each fiber in the fiber optic cable. Jumpers shall be of sufficient length to interconnect the patch panel to the Ethernet switch or fiber optic media.

2.4. FIBER OPTIC JUMPER CABLES

- A. Provide fiber optic jumper cables in accordance with the following requirements:
 - 1. A single jumper cable shall be comprised of two fibers suitable for transmit and receive with LC connectors at both ends. Fiber sheaths shall be bonded the entire length of the jumper cable.
 - 2. Provide one jumper cable for each pair of fibers in the fiber optic cable. For both used and unused channels. These quantities do not count as uninstalled spares.
 - 3. 50 micron/125 micron (core/cladding diameter) fiber.
 - 4. Suitable for use with the supplied fiber optic cable.
 - 5. Lengths as required to interconnect fiber optic patch panels to the fiber switches shown on the SCADA architecture diagram.
 - 6. Provide rubber boots for each spare fiber's connector protecting the exposed glass fiber light emitting tip from damage.

2.5. ETHERNET SWITCHES

- A. Refer to Section 40 63 43, Programmable Logic Controllers (PLC)

2.6. ACCESSORIES

- A. Provide breakout kits on fiber optic cable prior to fiber terminations. Kits shall be secured to the jacketed cable and separate and support each fiber as it exits the jacketed cable. Provide protective sheathing for individual fibers after the breakout kit. Additional protective sheathing shall provide adequate rigidity to prevent bending the individual fibers beyond their minimum bending radius. Individual fibers shall not be visible before or after the breakout kit.
- B. Each fiber exiting the breakout kit shall be insulated in a protective rubber sheath. Bare fibers are not acceptable anywhere within the fiber network.

PART 3 EXECUTION

3.1. GENERAL

- A. Install cable and connectors as indicated on the Contract Drawings and as specified in this section.
 - 1. Install connectors on all fibers in each cable.
- B. Provide all material, equipment, and labor to install the fiber optic cables as indicated and as specified.
- C. Perform work in accordance with the National Electrical Code, terminal connector manufacturer, and cable manufacturer requirements.
- D. Perform work in accordance with the cable manufacturer recommendations and pertinent sections of ANSI/NECA/BICSI 568-2001. ANSI/NECA/BICSI 568-2001 shall be referred to in defining work performed in a "neat and workmanlike" manner. Conformance to all pertinent sections of ANSI/NECA/BICSI 568-2001 is required, the following are highlights from ANSI/NECA/BICSI 568-2001 that will be inspected:
 - 1. Cable support system planning, documentation, and sequence of installation.
 - 2. Minimum separation distances from possible sources of EMI.
 - 3. Section 4, Pulling Cable.

3.2. INSTALLATION

- A. Install cables in the conduit. Inspect conduit prior to pulling in cables. Rod and swab out conduits and ducts prior to installing cables. Notify the Engineer of any conditions, which would prevent installation of the specified cables, in writing before proceeding with the installation.
- B. Fiber to be fusion spliced in the City of Roseville's existing Coyote splice enclosure that is located in the sidewalk pull box, as indicated in the Contract Drawings. Only 1 pair of fibers is to be spliced into the existing City splice box. Remaining spare fibers shall be tipped and safely coiled for future use.
- C. Adhere to ANSI/TIA/EIA-569-A for maximum length of conduit and bends between pull points and pull box sizing. No one conduit segment shall be more than 100 feet in length with no more than two 90-degree bends allowed in one segment.
- D. Install armor jacketed multi-fiber cables in underground ducts. Armor jacketed multi-fiber cables may also be used in conduit systems provided inside buildings and structures.
- E. Premise cables may also be installed in the conduit systems provided inside buildings and structures.

- F. Lubricate cables during installation. Do not exceed cable manufacturer's specifications for tensile strength and bending radius.
- G. Label cables and reels prior to pulling cable into place.
- H. Provide breakout kits, termination and patch panels, pigtails, and jumpers as required to install a complete network as indicated. Termination panels shall be wall or rack mounted. Do not mount termination panels in manholes or outside of buildings or structures.
- I. Provide adequate put-up lengths on cable reels to make termination-to-termination runs without splices. Spliced cables are not acceptable.
- J. Support cables in riser conduits at intervals as required by NEC and cable manufacturer.
- K. Installation tools and materials shall be approved by the cable manufacturer.

3.3. IDENTIFICATION

- A. Cables - Label cable in accordance with ANSI/TIA/EIA-606, which details specific label format for identification of where cable originates and terminates.
- B. Individual Fibers - Label each termination point on each end of the fiber including spares. Each fiber shall be labeled as "PLC 1/Fiber 1," "PLC-1/Fiber 2," "PLC-1/Fiber 3," "PLC 1/Spare 1," etc.
- C. Tag each cable in junction boxes, patch panels, manholes, and anywhere else fiber optic cabling may be accessed further than 10 feet from termination.

3.4. CHECKOUT AND TESTING

- A. Upon receipt of fiber optic cable reels at the site, perform pre-installation ("on the reel") OTDR measurements on each strand of optical fiber to verify attenuation, length and continuity. The optical fiber shall be tested using a multimode OTDR at 850-nm wavelength. Record the results of all measurements and submit to the Engineer within one week after cable delivery to the site. Cable reels that fail continuity or that have higher than specified attenuation (greater than 3 dB) shall be subject to rejection and shall be replaced at no additional cost to the Owner.
- B. Make the following tests after cable installation:
 - 1. Visually inspect terminations for out-of-round condition and surface defects such as micro-chips and cracks using a 200x inspection microscope.
 - 2. Upon completion of the cable installation, including all connectors, perform 100 percent bi-directional end-to-end loss testing on each optical fiber. The multimode fiber shall be tested using Light Emitting Diode

(LED) sources (insertion loss test set and power meter) operating at 850 nm wavelength.

3. The calculated and measured values of the end to end shall vary by no more than +0.75 dB. End-to-end losses shall not exceed 3 dB. In the event that any differences are in excess, implement troubleshooting techniques and methods to provide agreement. If the discrepancies cannot be reconciled, the cable installation shall be removed, replaced, and retested at no additional cost to the Owner.
- C. Verify proper identification numbering and color coding on cables and fibers.
- D. Install, test, and service equipment as necessary to accommodate the sequence of construction.
- E. Perform an additional four visits of on-site testing of fiber with OTDR test equipment at the request of the Engineer to assist in the troubleshooting of network issues as necessary to eliminate the fiber as the source of potential network issues.

3.5. CERTIFICATION OF TESTING

- A. Unless waived in writing by the Engineer, all tests shall be made in the presence of a duly authorized representative of the Owner. When the presence of such representative is so waived, certified results of the tests made and the results thereof shall be furnished by the Contractor.
- B. All tests shall be performed in the presence of the Owner. Written notice of all tests shall be given to the Engineer and Owner at least two weeks in advance.

END OF SECTION

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40 71 13
FLOW METERS (MAGNETIC TYPE)

PART 1 GENERAL

1.1. SECTION INCLUDES

- A. The Contractor shall furnish and install, ready to operate, the magnetic-type flow metering equipment, complete with flow transmitters and all necessary accessories, in compliance with the following specifications and as shown on the Contract Drawings.

1.2. GENERAL REQUIREMENTS

- A. It is a requirement of this specification that the elements of the system be provided by a single supplier. This supplier shall have total responsibility for the equipment and services specified in this section, as well as all other Division 40 specifications.
- B. For ease of identification, designations for the various components of the metering systems to be furnished and installed are given in the following table.

TABLE 40 71 13-1

SCHEDULE OF MAGNETIC FLOW METERING EQUIPMENT

Nameplate Designation	Flow Transmitter/ Element Flow Designation	Size	Liner Material	Flow Range (gpm)
Intertie Flow	FIT/FE-101	10-inch	Ebonite or PTFE	245-5161

1.3. RELATED SECTIONS

The specifications sections listed below are an integral part of this equipment specification and the Contractor shall be responsible for providing these sections to the equipment suppliers:

- A. Section 09 90 00 Paintings and Coatings
- B. Section 26 05 00 Common Work Results for Electrical
- C. All Division 40 specifications

All electrical equipment and wiring shall be in full compliance with Division 26, Electrical Specifications.

1.4. REFERENCES

- A. NEMA ICS 1 - General Standards for Industrial Control and Systems.
- B. NEMA ICS 3 - Industrial Systems.
- C. NEMA ICS 6 - Enclosures for Industrial Controls and Systems.
- D. NFPA 70 - National Electrical Code.
- E. ISO 9001
- F. National Institute of Science and Technology (NIST) - Calibration method.

1.5. SUBMITTALS

- A. Shop Drawings - Submit per Design Assist Construction Agreement section 2.15
 - 1. Refer to Section 40 61 00, Instrumentation, for shop drawing format and content.
 - 2. Refer to Section 40 61 00, Instrumentation, for operation and maintenance manual format and content.
 - 3. NIST calibration certificates for each flow meter.
 - 4. Baseline Smart Meter Verification (SMV) parameters.
 - 5. Refer to Section 40 61 00, Instrumentation, for project record documents format and content.

1.6. DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of 26 05 00 Common Work Results for Electrical
- B. Accept products on site in factory containers unless system is completely integrated into a pre-manufactured panel that has been factory tested. Inspect for damage.
- C. Store products in clean, dry area; maintain temperature to NEMA ICS 1 requirements.

1.7. DEFINITIONS

- A. Smart Meter Verification (SMV) – Term used herein to define a feature of the supplied transmitters that automatically validates flow tube electronics are within specification to the manufactured specifications, thereby validating the flow monitoring system (flow tube plus flow transmitter) are properly calibrated.

1.8. MANUFACTURER QUALIFICATIONS

- A. Transmitter and flow tube shall be manufactured by, and at, an ISO 9001 company/facility.

1.9. WARRANTY

- A. Provide a two-year warranty for flow meters covering the entire unit including the electronics and the flow tube.

1.10. COORDINATION

- A. Contractor is responsible to verify with the supplier that the appropriate ratings and options are provided for each application, taking into account area classification, flow, passing media, temperature, and vacuum limitations. Any such deviation from that which is specified shall be brought to the engineers' attention during shop drawing submittals.

PART 2 PRODUCTS

2.1. MANUFACTURERS

- A. The flow metering equipment manufacturer and model shall be the following or equal:
 - 1. Where Ebonite or Teflon liners are required by Table 40 71 13-1:
 - a. Siemens 5100W flow tube
 - Siemens MAG 5000 flow transmitter

2.2. EQUIPMENT DESIGN

- A. Flow Elements
 - 1. Flow elements shall be magnetic flow tubes, low frequency electromagnetic induction type and shall produce a 4-20 mA output linear to liquid flow rate.
 - 2. The flow tubes shall have ANSI Class 150 flanged ends. Wafer-style flow tubes are not acceptable.
 - 3. The flow tube housing shall be carbon steel ASTM A 105.
 - 4. Flow tubes shall be lined as required by Table 40 71 13-1.
 - 5. Electrodes shall be conical-shaped (bullet nose) and shall be Hastelloy C. Substantiate compatibility with media monitored in the shop drawing submittal.
 - 6. The flow tube housing shall be splash-proof and weather-resistant. It shall be capable of accidental submergence in up to 30 feet of water for up to 48 hours without damage to the electronics or interruption of the flow measurement.
 - 7. Empty Pipe Detection - Flow tube shall measure the conductivity between the electrodes to monitor for an empty pipe condition. Upon detection of an empty pipe condition, the flow transmitter shall indicate the pipe is empty on the main transmitter display and drive the flow signal to zero.
 - 8. Flow tubes shall be NSF approved for installation in drinking water applications.

- B. Flow Transmitters - The electronics portion of the magnetic flow meters shall include both a magnet driver to power the magnet coils and a signal converter.
1. Flow transmitter shall be installed in the PCWA PLC enclosure (PLCFSV01).
 2. Terminal strips for electrical connections shall be supplied. Housing shall not need to be opened to make adjustments.
 3. Transmitter (Converter) Electronic Characteristics
 - a. The electronics shall be of the solid state, feedback type and utilize integrated circuitry.
 - b. The input span of the signal converter shall be continuously adjustable between 0 to 1 and 0 to 31 fps and the range adjustment shall be direct reading.
 - c. Complete zero stability shall be an inherent characteristic of the meter system to eliminate the need to zero adjust the system with a full pipe at zero flow.
 - d. The converter shall not be affected by quadrature noise nor shall it require zero adjustment or special tools for startup.
 - e. Input and output signals shall be fully isolated.
 - f. The converter output shall be 4 to 20 mAdc into 800 ohms.
 - g. The electronics shall be designed for operation on 120 VAC ± 10 percent, 60 Hz ± 5 percent.
 - h. The converter shall also include:
 - 1) Integral zero return based upon a user-adjustable percentage of flow meter span. Setpoint shall be adjustable 0 to 10 percent.
 - 2) Direct adjustment of scaling factor in engineering units.
 - 3) Integral calibration self-test feature to verify proper operation at the electronics.
 - 4) Local direct reading indicator calibrated in gallons per minute or million gallons per day as directed by the Engineer. Flow totalizer with manual reset.
 - i. Each meter shall be hydraulically calibrated to the specified flow range in a NIST-certified facility.
 - j. Smart Meter Verification (SMV) – Each meter shall be equipped with an integral software feature that continuously validates the flow monitoring system (flowtube plus flow transmitter) are holding calibration. The utility shall run automatically without the need for manual initiation and shall provide simple “Pass/Fail” indication on the flow transmitter’s integral display. The display shall display quantitative values that are presented alongside the baseline values recorded when the instrument originally went online. Refer to testing requirements herein.
- C. Performance Requirements
1. The equipment furnished shall measure, indicate, and transmit flow rates to within ± 0.5 percent of actual flow from a flow velocity of 1.0 to 31 fps. Refer to Table 17400-1 for flow ranges for each meter.

2. Accuracy shall not be affected by changes in percent solids or changes in fluid density, temperature, or viscosity. Accuracy shall not be affected by the presence of air bubbles to a greater extent than the fluid volume represented by such air bubbles.
3. Maximum power consumption for each flow element shall be 15 watts.
4. Equipment design specifications shall be considered as an integral part of the performance requirements.

2.3. ACCESSORIES

- A. Nameplates - Refer to Section 40 61 00, Instrumentation. Wording of nameplate shall be as specified in Table 40 71 13-1.
- B. Mounting Hardware - Provide stainless steel mounting hardware as necessary to mount equipment in locations as described in the Contract Documents.
- C. Cabling - Provide power, and signal, cable and conduit to locate transmitters in locations listed in Table 40 71 13-1 and the Contract Documents according to Section 40 61 00, Instrumentation.
- D. Lightning and Surge Protection - Provide lightning and surge protection for the equipment listed in Table 40 71 13-1 in accordance with Section 40 61 00, Instrumentation.
- E. Flow tubes shall be provided with grounding rings on each flange. Grounding electrodes or straps are not an acceptable alternative. Materials of construction shall Type 316L stainless steel, Hastelloy C or Zirconium as chemically compatible with the measured media.
- F. Spool Pieces - Provide one spool piece for each flow tube provided.
- G. Portable secondary calibrator for checking calibration of the magnetic flow meters shall be provided. The unit shall have an adjustable setting to simulate signal output for a given flow velocity from 0 to 99.99 ft/sec. This unit is not required for flow meters with calibration checking integral to the transmitters.

PART 3 EXECUTION

3.1. INSTALLATION

- A. Install all equipment furnished under this section in compliance with division 33 - Utilities

3.2. SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A. Installation - Include 1/2 day of a manufacturer-approved field technician's time to verify proper mounting of equipment.

- B. Final Acceptance - Include 1/2 day of a manufacturer-approved field technician's time to test equipment to demonstrate that:
1. Flow metering systems have been properly installed, properly calibrated, and are functioning as specified.
 2. Grounding rings are installed, grounded to the flow tube, and the flow tube grounded to the building's grounding grid or a proper ground in the termination control panel where the flow rate signal is wired. Grounding to the pipe is not acceptable.
 3. Flow metering systems indicate the correct flow rate for three different rates of flow in the appropriate discharge line.
 4. Integral zero return is configured to eliminate erroneous readings.
 5. Calibrated span of the flow meter's 4-20 mA output is visible manufacturer's nameplate of the flow tube.
 6. Configuration and setpoints are not lost upon power loss. This shall be tested by disconnecting the transmitter from power for 30 minutes.
 7. Flow Totalizer Pulse – Configure the transmitter to generate a pulse every unit of gallons. Unit of gallons shall be configured such that a pulse is not generated any more frequently than every 2 seconds under maximum flow conditions.
- C. Smart Meter Verification (SMV) – Include a return visit for a manufacturer-approved field technician's time to utilize each flowmeter's integral SMV utility to identify, record, and set the baseline metrics utilized by the SMV utility. Identification of the baseline parameters utilized by the SMV utility shall be performed after Final Acceptance and after the instrument has been operating under normal flow conditions for a minimum of 1 week. Baseline parameters shall be recorded with the flowmeter full of its anticipated media with no flow at the time the baseline parameters are recorded. Submit a field report containing the baseline parameters and include in the Operations & Maintenance Manual for the magnetic flowmeters.
- D. Submit a written report to the Engineer and the system integrator with the results of field testing. In the report, include span and range for the 4-20 mA output signal.
- E. Training - Provide 1/2 day of instruction for four persons to be conducted at the project site with a manufacturer's representative. Notify the Engineer and Owner in writing a minimum of two weeks in advance. Training shall include calibration, troubleshooting, and maintenance.

3.3. CERTIFICATION OF TESTING

- A. Unless waived in writing by the Engineer, all tests shall be made in the presence of a duly authorized representative of the Owner. When the presence of such representative is so waived, certified results of the tests made and the results thereof shall be furnished by the Contractor.

- B. All tests shall be performed in the presence of the Owner. Written notice of all tests shall be given the Owner at least two weeks in advance.

END OF SECTION

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40 73 00
PRESSURE TRANSMITTERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. The Contractor shall furnish and install, ready to operate, the following pressure measurement equipment, complete with all necessary accessories, to output analog signals as indicated herein in compliance with the following specifications and as shown on the Contract Drawings.

1.2 GENERAL REQUIREMENTS

- A. It is a requirement of this specification that the elements of the system be provided by a single supplier. This supplier shall have total responsibility for the equipment and services specified in this section, as well as all other Division 40 specifications.
- B. For ease of identification, designations for the various components of the metering systems to be furnished and installed are given in Table 40 73 00-1.

TABLE 40 73 00-1

SCHEDULE OF GAUGE PRESSURE MEASURING EQUIPMENT

Service Nameplate Designation	Equipment Designation	Operating Range	Line Size	Location
PRV Upstream Pressure	PIT-6020	0-100 psi	1"	Five Star Intertie PRV
PRV Downstream Pressure	PIT-6030	0-100 psi	1"	Five Star Intertie PRV

1.3 RELATED SECTIONS

- C. Division 33 Utilities
- D. Section 09 90 00 Paintings and Coatings
- E. All Division 40 specifications

All electrical equipment and wiring shall be in full compliance with Division 26, Electrical Specifications.

1.4 REFERENCES

- A. NEMA ICS 1 - General Standards for Industrial Control and Systems.

- B. NEMA ICS 3 - Industrial Systems.
- C. NEMA ICS 6 - Enclosures for Industrial Controls and Systems.
- D. NFPA 70 - National Electrical Code.

1.5 SUBMITTALS

- A. Shop Drawings – Submit per Design Assist Construction Agreement section 2.15
 - 1. Training Itinerary - Indicate the sessions (i.e., Day One, Day Two, etc.), the lessons for the respective sessions, and the equipment to be used during training.
- B. Operation and Maintenance Manual
 - 1. Refer to Section 40 61 00, Instrumentation, for operation and maintenance manual format and content.
- C. Project Record Documents
 - 1. Refer to Section 40 61 00, Instrumentation, for project record documents format and content.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of 26 05 00 Common Work Results for Electrical.
- B. Accept products on site in factory containers unless system is completely integrated into a pre-manufactured panel that has been factory tested. Inspect for damage.
- C. Store products in clean, dry area; maintain temperature to NEMA ICS 1 requirements.

1.7 WARRANTY

- A. Provide a one-year warranty for pressure transmitters covering the entire unit including the electronics and diaphragm.

1.8 COORDINATION

- A. Coordinate mounting locations with the General Contractor.
- B. Coordinate with plant operators after transmitters are brought on-line to verify that the transmitters are reading values consistent with normal operation.

1.9 SPARE PARTS

- A. One spare gage pressure transmitter for each different range gage pressure transmitter provided.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. All gauge pressure transmitters on this project shall be by the same manufacturer. Where specifications deviate from the suggested manufacturer disregard the manufacturer and adhere to the specifications. Manufacturer and series shall be the following:
 - 1. CLA-VAL Model X141-PT
 - 2. Approved Equal

2.2 GAGE PRESSURE TRANSMITTERS

- A. General Description
 - 1. Transmitters shall be gage transmitters as indicated on Table 40 73 00-1. Ranges shall be as required by Table 40 73 00-1.
 - 2. Electrical Connection shall be 2 wire 4-20Ma,
 - 3. Transmitter Supply Voltage 8-30 VDC
 - 4. Enclosure housing = IP-67.
 - 5. Process connection 1/4" NPT Male Threaded.
 - 6. The transmitter shall be rated to 290 psig static pressure.
 - 7. Transmitters shall be 24 VDC, loop-powered.
 - 8. All hardware connecting the pressure transmitter to the process shall be 316 stainless steel, including taps, fittings, valves, and piping.
 - 9. Translate gage pressure into a 4-20 mA current linear output.
 - 10. Transmitter shall be per IEC 61298-2.
- B. Performance Requirements
 - 1. Accuracy - ± 0.5 percent of calibrated span for 4-20 mA outputs.
 - 2. Pressure Overload = 2XMax Scale
 - 3. Operating Temperature – -40 degrees to 80 degrees C.
 - 4. Fluid Temperature – -40 degrees to 80 degrees C.

2.3 ACCESSORIES

- A. Nameplates – Refer to Section 40 61 00, Instrumentation. The wording of the nameplate shall be as specified in Table 40 73 00-1.
- B. Mounting Hardware – Provide stainless steel mounting hardware as necessary to mount equipment in locations as described in the Contract Documents.
- C. Cabling – Provide manufacturer supplied 33 feet (10 M) cable for power, and signal, and conduit to locate transmitters in locations listed in Table 40 73 00-1 and the Contract Documents according to Section 40 61 00, Instrumentation.
- D. Lightning and Surge Protection – Provide lightning and surge protection for the

equipment listed in Table 40 73 00-1 in accordance with Section 40 61 00, Instrumentation.

- E. Block and Bleed Valves – All gage pressure transmitters shall have 316 stainless steel block and bleed valves that shall serve to isolate the transmitter from the process for servicing.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Verify field measurements are as shown on Drawings.
- C. Verify that required utilities are available, in proper location, and ready for use.
- D. Verify grounding of system.
- E. Verify that impulse lines are clean and free from debris.
- F. Verify that that block and bleed valves and three-valve manifolds do not leak when transmitters are removed.
- G. Beginning of installation means installer accepts conditions.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's requirements.
- B. All electrical work performed in fabrication and installation of the transmitters shall be in full accordance with the requirements of the Division 26 specifications.
- C. Mount all equipment provided herein in accordance with Section 40 61 00, Instrumentation.

3.3 FIELD QUALITY CONTROL

- A. Perform operational testing on control systems to verify proper operation and field wiring connections.

3.4 MANUFACTURER'S OR SYSTEM INTEGRATOR'S FIELD SERVICES

- A. Final Acceptance – Include 1/2 day for a manufacturer-authorized service representative to test equipment to demonstrate that:

1. The transmitter and block and bleed valve have been properly installed, properly calibrated, and is functioning as specified.
- B. Installation – Include 1/2 day for a manufacturer-authorized service representative to verify proper mounting of the equipment, including mounting technique, mounting surface, and functional location.
- C. Training – Provide two, 1/4-day sessions of instruction to be conducted at the project site with a manufacturer’s representative. Notify the Engineer and Owner in writing a minimum of two weeks in advance. Training shall include calibration, troubleshooting, and maintenance. Duration of training is actual on-site training time with the operators, travel and other time shall be separate from this training requirement. Training shall cover:
 1. Use of the calibration kit via a live demonstration using the supplied calibration kit and an uninstalled, spare pressure transmitter.
 2. Pressure transmitter setup, recalibration, replacement, troubleshooting, error codes, and use of the block and bleed valve.

3.5 CERTIFICATION OF TESTING

- A. Unless waived in writing by the Engineer, all tests shall be made in the presence of a duly authorized representative of the Owner. When the presence of such a representative is so waived, certified results of the tests made and the results thereof shall be furnished by the Contractor.
- B. All tests shall be performed in the presence of the Owner. Written notice of all tests shall be given the Owner at least two weeks in advance.

END OF SECTION

40 96 20
CONTROL PANELS

PART 1 GENERAL

1.1 SUMMARY

- A. Work Included: This Section covers control panels shown on the Electrical or Instrumentation Drawings, or as specified in either Division 26 or 40, and sets minimum standards for all packaged unit panels.

1.2 RELATED SECTIONS

The specifications sections listed below are an integral part of this equipment specification and the Contractor shall be responsible for providing these sections to the equipment suppliers:

- A. Design-Assist Construction Agreement – 2.15 Shop Drawings, Product Data, and other Submittals
- B. Design-Assist Construction Agreement – 2.6 Labor and Materials
- C. Section 26 05 00 - Common Work Results for Electrical
- D. Section 40 63 43 – Programmable Logic Controllers

1.3 REFERENCE STANDARDS

- A. National Electrical Manufacturers Association (NEMA) Publications:
 - 1. ICS 1 General Standards for Industrial Controls and Systems
 - 2. ICS 2 Standards for Industrial Control Devices, Controllers and Assemblies
 - 3. ICS 4 Terminal Blocks for Industrial Control Equipment and Systems
 - 4. ICS 6 Enclosures for Industrial Controls and Systems
- B. Underwriters Laboratories (UL) Publication:
 - 1. 508 Industrial Control Equipment

1.4 SUBMITTALS

- A. The Control System Hardware Submittal shall be furnished in accordance with the City of Roseville specification.
- B. Technical Manuals: Provide technical manuals.

1.5 CERTIFICATION

- A. UL Label:
 - 1. Each control panel and terminal cabinet shall bear the UL label except as

noted in the following paragraph. The UL label shall apply to the enclosure, the specific equipment supplied with the enclosure, and the installation and wiring of the equipment within and on the enclosure. If required for UL labeling, provide ground fault interrupters, isolation transformers, fuses, and any other necessary equipment, even though such equipment is not indicated on the Drawings. The fabricator shall be an approved UL listed manufacturer.

2. Control panel enclosures containing instruments mounted through the enclosure walls or door shall meet all requirements for UL labeling as above, but no UL label is required. This exception applies only if UL Recognized instruments for the intended purpose are not made.

1.6 PRODUCT DELIVERY AND HANDLING

- A. Ship assembled control panels in proper packages for shipping/handling and field installation.

PART 2 PRODUCTS

2.1 GENERAL

- A. The control panels and associated control and instrumentation equipment shall be furnished as a coordinated assembly requiring only field connections of the power and control circuits for a complete and operating installation as specified and shown on the Contract Drawings. Provide an individual compartment within the overall assembly for each of the following:
 1. Electrical metering and distribution (Panel-1)
 2. PLCFSV01
 3. PLCFSV02
- B. The panels shall be free-standing, dead-front, NEMA 4X, with pad-lockable 3-point latch.
- C. Provide enclosure sun shield plates, fabricated 316 SS and installed on standoffs on the top, south side, and west side of each PLC enclosure. Fabricated plate width and height shall span the entire length of the top and/or side of the enclosure to fully protect the enclosure.
- D. Sun shield color shall be coordinated with and approved by the owner. Submit the color to be used as part of the shop drawing submittal.
- E. Control Panel Shelf: PLC cabinet enclosures shall be provided with retractable shelf for temporary use of laptop programming terminals on the inside of the panel door.
- F. A large print pocket shall be provided on interior face of the enclosure door(s). Where this cannot be accommodated due to windows and other control devices

mounted on the door, the print pockets shall be mounted on the interior side of the control panels.

- G. The control panel controls shall be 120 VAC. Control conductors shall be provided in accordance with the indicated requirements.
- H. Safety Requirements: The electrical supply in each PLC compartment shall be arranged to be disconnected by a local 15 amp thermal magnetic circuit breaker. Each control panel shall be provided with identified terminal strips for the connection of all external conductors. The Contractor shall provide sufficient terminal blocks to connect 25 percent additional conductors for future use.
- I. Discrete outputs from the control panel shall be provided by electrically isolated contacts rated for 5 amps at 120 VAC. Analog inputs and outputs shall be isolated 4-20 mA signals with power supply.
- J. Control panels shall be thoroughly cleaned and sand blasted per Steel Structures Painting Council Specification SSPC-SP-6 (Commercial Blast) after which surfaces shall receive a prime coat Amercoat 185 or approved equal, 3-mils DFT, for a total thickness of the prime plus finish system of 6 mils. The finished color of the outside surfaces shall be selected by the Engineer, unless otherwise indicated. Interior of the control panel, back-panel, and side-panels shall have a white finish coat.

2.2 CONTROL PANEL MATERIALS

- A. Outdoor control panels shall be stainless steel.
- B. The following requirements apply to the front and rear face of the panel, both sides and the edges of all flanges, and the periphery of all holes or cut-outs.
 - 1. All high spots, butts, and rough spots shall be ground smooth.
 - 2. The surfaces shall be sanded or sandblasted to a smooth, clean bright finish.
 - 3. All traces of oil shall be removed with a solvent.
 - 4. The first coat of primer shall be applied immediately.
- C. Structural shapes and strap steel shall comply with ASTM A 283 – Low and Intermediate Tensile Strength Carbon Steel Plates, Grade C.
 - 1. Bolting Material: Commercial quality carbon steel bolts, nuts, and washers shall be ½-inch diameter with UNC threads. Carriage bolts shall be used for attaching end plates. All other bolts shall be hex end machine bolts. All nuts shall be hot pressed hex, American Standard, heavy. Standard wrought washers shall be used for foundation bolts and attachments to building structures. All other bolted joints shall have SAE standard lock washers.
- D. Panels shall be of sufficient size to adequately enclose all instruments designated

as “panel-mounted” plus ample interior clearance to allow for installation, general servicing, and maintenance of the instruments. Elevations and horizontal spacing shall be subject to Engineer’s approval.

2.3 CONTROL PANEL ELECTRICAL REQUIREMENTS

- A. Wiring Duct: Wiring duct shall be manufactured of Noryl and shall be of the restricted slot design, white in color, Panduit or approved equal. Size shall be based on actual wiring requirements. All duct shall be precisely cut for a precision fit. All covers shall be readily accessible. All analog signals shall be run in separate ducts from digital signals and power.
- B. Cable Ties: Cable ties shall be self-locking with stainless steel locking tables as manufactured by Thomas & Betts. Adhesive backed type mounting bases shall not be used.
- C. Terminal Blocks: Terminal blocks shall be din rail mounted, 20A, and 300V. All terminals shall be complete with marking tags. Terminals shall be Phoenix Contact, Model SLKK 5, or equal.
- D. Fuse Terminal Blocks: Fuse terminal blocks shall be the same profile, but different color as the feed through terminal blocks, and shall have blown fuse light indicator. Fuse terminal blocks shall be Phoenix Contact, model UK5-HESI, or equal.
- E. Disconnect Terminal Blocks: Disconnect terminal blocks shall be of knife disconnect type. The blocks shall have a universal foot for mounting on DIN rail and a width of the feed through block. Disconnect terminal blocks shall be Phoenix Contact Type UK 5-MTK-P/P, or equal.
- F. Wiring Methods: Wiring methods and materials for all panels shall be in accordance with the N.E.C. requirements for General Purpose (no open wiring) unless otherwise indicated.
- G. Signal and Control Circuit Wiring:
 - 1. Wire type and sizes: Conductor shall be flexible stranded copper machine tool wire, UL listed Type MTW, and shall be rated 600-volts. Wires for instrument control circuits and alarm input circuits shall be No. 14 AWG. All other wires, including shielded cables, shall be No. 16 AWG minimum.
 - 2. Wire Insulation Colors: Conductors supplying 120 VAC power on the line side of a disconnecting switch shall have a black insulation for the ungrounded conductor. Neutral circuit conductors shall have white insulation. Equipment ground conductors shall have green insulation. Insulation for ungrounded 120 VAC control circuit conductors shall be red. All wires energized by a voltage source external to the control panels shall have yellow insulation. Insulation for all DC conductors shall be

- blue.
3. Signal Cable – Non Computer Use:
 - a. Signal wire shall be twisted pair or triads in conduit or troughs. Cable shall be constructed of No. 18 AWG copper signal wires with THWN or THHN insulation.
 - b. Color code for instrument signal wiring shall be as follows for 24 VDC wire:
(+) 24 VDC = RED
(-) 24 VDC = GRAY
Analog signal:
POS = BLACK
NEG = CLEAR
Discrete events & low voltage control:
POS = RED or BLUE
NEG = GRAY
Ground = GREEN
 - c. Color code for instrument signal wiring shall be as follows for 120 VAC wire:
Power (L1) = BLACK
Neutral (L2) = WHITE
Control = VIOLET
Ground = GREEN
 - d. A copper drain wire shall be provided for the bundle with a wrap of aluminum polyester shield. The overall bundle jacket shall be PVC.
 4. Industrial Ethernet Cable:
 - a. Shielded (STP) Ethernet Cable shall be used to connect PLC interfaces and radios to the Industrial Ethernet Switches.
 5. Wire Marking: Wire numbers shall be marked using white numbered wire markers made from plastic-coated cloth, Brady Type B-500 or approved equal, or shall be heat-shrink plastic.
 6. Flexible conduit is not acceptable except when specifically approved by the Engineer in writing.
 7. Conduit fittings shall be Crouse-Hinds cast fittings or approved equal.
 8. Panels shall be provided with two separate ground bars, one for power ground and one for signal ground. Provide the ground bars with tapped holes to accommodate ground connections from various devices in the panel. Provide insulator kit for signal ground bar. Connect all signal shield grounds within the panel to the signal ground bar. Suggested ground bar and insulator kit: Square D Part #PK12GT and #PKGTAB.
 9. For case grounding, panel shall be provided with a ¼-inch by 1-inch copper ground bus complete with solderless connector for one No. 4 AWG bare stranded copper cable. The copper cable shall be provided by the Contractor and be connected to a system ground loop.

H. Panel Lights and Receptacles: Panels shall be internally lighted by LED lights,

provided with guards and a toggle switch located convenient to each access door. One duplex GFI type receptacle shall be provided in each panel section. The lights and receptacles shall be wired to outgoing terminal blocks for dedicated 120 volt, 60 Hertz, single-phase supply.

- I. Power Supply Wiring:
 - 1. Unless otherwise indicated, all instruments and motor controls shall operate on 115 volt, 60 Hz circuits.
 - 2. When instruments do not come equipped with integral fuses, provide fuses as required for the protection of individual instruments against fault currents. Fuses shall be mounted on the back of the panel in a fuse holder, and each fuse shall be identified by a service name tag. Fuses shall be manufactured by Bussmann Manufacturing Division, Type KAW TRON or approved equal.
- J. 24 VDC Power Supply: Panels shall be equipped with a linear 24 volt D.C. power supply for driving current loops and other D.C. powered equipment. It shall be solidly mounted, labeled and located in plain view oriented for ease of maintenance. Unit shall be sized based on 200% of load requirements of equipment actually furnished. 24 VDC power supply shall be PULS, Phoenix Contact, Allen-Bradley, or equal.
- K. DIN Rail Mount Circuit Breakers: Circuit breakers shall be 115 VAC, single pole as manufactured by Allen Bradley, Series 1492-CB1, or approved equal.
- L. Relay Sockets: Sockets for control relays shall be rated 5 amperes. Terminal screws shall be on the "Pressure Screw" type. Sockets shall be mounted via DIN rail and related hardware. Sockets shall be as manufactured by Square D, Type KU, or equal.
- M. Control Relay: Magnetically held relays shall have one spare contact. Control relays shall have contacts rated for 10-ampere inductive load, 125 volts, with coil voltage, number of poles, and pole arrangement as indicated on the plans. Relays shall be of the indicating type. Provide Square D, Type KU, or equal.
- N. Push Buttons, and Indicating Lights:
 - 1. Type: Heavy duty, oil tight.
 - 2. NEMA 12 rated to match panel in which mounted.
 - 3. Push Button Contacts:
 - a. Provide one normally open and one normally closed contact.
 - b. Type: Double break, silver contacts with moveable contact blade providing scrubbing action.
 - c. Rating: Compatible with AC or DC current with devices simultaneously operated by the switch contacts but not less than 10 Amps resistive at 120 VAC/VDC continuous.
 - 4. Indicating Lights:
 - a. Type: 120 VAC.

- b. Lamps: High visibility LED type, long life (20,000 hours minimum).
 - c. Indicating lights shall be push-to-test.
- O. Uninterruptible Power Supplies: APC Smart-UPS Online SKU-SMT1500C.

2.4 SPARE PARTS

- A. The Contractor shall furnish to the Engineer all necessary spare parts of components required to maintain the system. Prior to final acceptance of work, the Contractor shall provide a spare parts listing of all necessary spare parts and quantities for review by OMUC's Representative. The spare parts shall include, but not be limited to, the following minimum requirements:

Description	Quantity
24 VDC Power Supply	1
Control Relay	2

- B. The Contractor shall deliver all required spare parts upon final acceptance of the work. The spare parts shall not be used as replacement parts during the guarantee period.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Installation, testing, calibration, validation, startup and instruction shall be in accordance with Section 26 05 00 Common Work Results for Electrical.
- B. Install each control panel level and plumb, and secure by the favorably reviewed seismic mounting method. Doors shall swing freely and close tightly.
- C. Provide a concrete pad for each field-mounted, freestanding control panel per Contract Drawings.
- D. Carefully repair any damage to the structure, components, or finish to the satisfaction of the Engineer. Clean all nameplates.
- E. Exercise care at all times after installation of control panels to keep out foreign matter, dust, dirt, debris, or moisture. Use protective sheet metal covers, canvas, heat lamps, etc., as needed to ensure equipment protection.
- F. For all metal panels mounted on concrete walls or floors, install 1/8-inch shims, and paint the back sides and bottom of the panels with Mobil Hi-Build Bituminous Coating 35-J-10; Koppers Bitumastic Super Tank Solution; or approved equal. Film thickness shall be 10-mils minimum.

END OF SECTION



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Five Star Intertie Improvements Project

Project Location: The Intertie improvements would be constructed within an existing intertie station, and within public right of way, located at the northwest corner of Five Star Boulevard and Stanford Ranch Road at 6710 Stanford Ranch Road in the City of Roseville, Placer County, CA (APN: 017-123-043-000).

Project Description: The Roseville Environmental Utilities Department proposes construction of improvements as follows: The Five Star Intertie is a manually operated intertie between the City and the Placer County Water Agency (PCWA). To improve operational functionality, this project would entail installation of equipment to automate and provide remote capabilities via cellular wireless technology for monitoring and operation of the intertie via a Supervisory Control and Data Acquisition (SCADA) system. Since the location does not have power service, a new transformer is required, which will be tied into the existing junction box. The project will also include replacement of any flow measurement instruments for automation compatibility. The project does not include any new long-term water supply; it only allows for more efficient distribution of existing surface and ground water supplies.

Public Agency Approving Project: Roseville City Council

Agency Carrying Out Project: Roseville Environmental Utilities Department

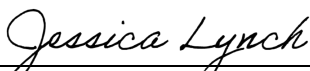
Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of minor alteration of existing public facilities....involving negligible or no expansion of use beyond that previously existing.... examples include but are not limited to: (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;"

The project involves modification of existing facilities to increase water distribution system operational flexibility. The improvements do not result in expansion of use. No sensitive resources are present on the project site. Therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: William Montz, Roseville Environmental Utilities Department, 2005 Hilltop Circle, Roseville, CA 95747 (916) 774-5545.

Signature:


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 5-24-2023



COUNCIL COMMUNICATION

CC #: 3649

File #: 0721

Title: California Integrated Transit Project - User Agreement
Contact: Zach Presley 916-774-5365 zpresley@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the Kuba User Agreement for Roseville Transit's hardware procurement for the California Integrated Transit Project (Cal-ITP) and authorize the City Manager to execute the agreement.

BACKGROUND

Roseville is participating in a regional transit project led by the Sacramento Area Council of Governments (SACOG). The project is a part of the California Integrated Travel Project (Cal-ITP) which will provide a consistent and contactless fare payment option across all transit agencies in the Sacramento/Placer area.

On September 18, 2024, the City Council approved the funding mechanism for the contactless payment project. That item set up a subrecipient agreement in which SACOG would fund/reimburse Roseville for all capital costs for this project. This user agreement with Kuba establishes the scope of work and payment provisions for all hardware being procured with this project.

FISCAL IMPACT

Capital costs for this project have been assessed at \$123,649.89 and will be funded using Transit and Intercity Rail Capital Program (TIRCP) funding that was secured in a grant submitted by SACOG.

The initial three years of operating costs for this project have been assessed at \$59,535 and are being funded with Local Transportation Funds (LTF). There is no impact to the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Zachary Presley, Assistant Transportation Planner

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-395

User Agreement

RESOLUTION NO. 24-395

APPROVING A USER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE
AND KUBA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville is participating in a regional transit project lead by the Sacramento Area Council of Governments (SACOG); and

WHEREAS, the project is a part of the California Integrated Travel Project which will provide a consistent and contactless fare payment option across all transit agencies in the Sacramento/Placer area; and

WHEREAS, on September 18, 2024, the City Council approved the funding mechanism for the contactless payment project and set up a subrecipient agreement in which SACOG would fund/reimburse Roseville for all capital costs for this project; and

WHEREAS, a User Agreement with Kuba establishes the scope of work and payment provisions for all hardware being procured with this project; and

WHEREAS, the User Agreement has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said User Agreement is hereby approved and the City Manager is hereby 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

USER AGREEMENT

1. This User Agreement is entered into between **City of Roseville** “Contracting Agency” and **Kuba, Inc.** “Contractor”. This User Agreement expressly incorporates the California Master Service Agreement (MSA) No. [5-21-70-28-02] which is incorporated herein. This User Agreement contract form serves as an appropriate equivalent to the STD 213 as required by the MSA.

Contracting Agency: City of Roseville

Contractor Name: Kuba, Inc.

2. The Term of this Agreement is:

Start Date: 08/17/2024

Through End Date: 02/28/2027

3. The maximum amount of this Agreement is:

See Exhibit B for pricing.

4. **Exhibits.** The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Works	4
Exhibit B	Payment Provisions	3
[MSA 5-21-70-28-02]	[MSA 5-21-70-28-02 is hereby incorporated by reference. The MSA is available at: https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=5-21-70-28-02	
	Kuba Proposal for a Contactless Open-Loop Fare Payment Solutions dated July 7, 2023	

In Witness Whereof, This Agreement has been executed by the parties hereto.

Contracting Agency Name:

Date: _____

City of Roseville

311 Vernon Street

Roseville, CA. 95678

Dominick Casey – City Manager

Contractor:

DocuSigned by:

Brian Frank

53EA2CDD36104E8...

12/11/2024

Date: _____

Kuba, Inc.

PO Box 31804

Las Vegas, NV. 89173

Brian Frank – General Manager, North America Transit



User Agreement Scope of Work

1. Incorporate MSA by Reference

MSA 5-21-70-28-02 and its amendments are hereby incorporated by reference as if attached hereto.

2. Project Background

Seven transit operators in the region will lead the project with support from the Sacramento Area Council of Governments (SACOG). In 2022, the region was awarded funds from the Transit and Intercity Rail Capital Program, \$2.18 million of which was allocated to collaboratively deploy contactless payment technology across the region's agencies.

The seven transit providers that operate in the SACOG region, and are part of this award, include El Dorado Transit, Placer County Transit, Roseville Transit, Sacramento Regional Transit District (SacRT), South County Transit/Link (SCT), Yolo County Transportation, and Yuba-Sutter Transit. A brief description of each transit provider follows:



- **El Dorado Transit** was established in 1975 and has since expanded to provide public Dial-a-Ride service and four fixed-route lines for the western slope communities of the county. The operator also provides two commuter routes connecting the county with Folsom and Sacramento. Additionally, the operator jointly provides a fixed-route line with Capitol Corridor and Amtrak connecting Sacramento, El Dorado County and South Lake Tahoe. In 2018, the operator made \$1.5 million from passenger fares and supported over 376,000 trips.



- **Placer County Transit** operates one local and five intercity fixed routes services throughout the county. Their service also includes a commuter route connecting the county as far out as Colfax to Sacramento. The fixed-route services are supplemented by a public Dial-a-Ride service



- **Roseville Transit** serves the most populous city in Placer County, providing 10 local fixed-routes, six morning commuter routes to Sacramento, and seven evening commuter routes back to Roseville. These services also include Dial-a-Ride and paratransit.



- **Sacramento Regional Transit District (SacRT)** was established in 1973 and is the largest operator in the area, offering 80 fixed-route local and commuter bus routes throughout Sacramento and neighboring communities within the 418 square-mile service area. Further, the operator provides paratransit, Dial-a-Ride, and SmaRT Ride Microtransit services. SacRT co-operates the Causeway Connection with Yolo County Transportation, joining Davis and East Sacramento.



- **South County Transit/Link (SCT)** operates two inter-city fixed-routes – one in the Delta communities of the southernmost parts of Sacramento County and one Highway 99 inter-city fixed route from Lodi to Elk Grove. A commuter route is also offered, stretching from Galt to Sacramento. Within Galt, SCT also offers Dial-a-Ride services.



- **Yolo County Transportation** services disparate but populous cities in addition to more rural communities within the county. The operator offers 27 fixed-route local and intercity routes. Of these, four routes offer cross-county connectivity between Yolo and Sacramento in addition to the jointly operated Causeway Connection. Both microtransit and paratransit are offered in the county.



- **Yuba-Sutter Transit** operates six local fixed-routes, two commuter routes on SR 70 and SR 99 corridors to Sacramento, and three rural routes with deviations within $\frac{3}{4}$ miles of a rural route with an advanced reservation. Dial-a-Ride service is available across Marysville, Yuba City, Olivehurst, and Linda.

3. Transit Provider Objectives

The core objective of the project is to reinforce regional collaboration by creating a seamless payment experience across and within agencies to expand ridership. Introducing contactless payments to the existing portfolio of fare media provides riders with the convenience to pay with the credit/debit card in their pocket. Further, the region's agencies aim to increase the on-time performance and efficiency of their transit systems through speedier boarding with riders no longer needing to search for exact change.

While the scope of work submitted to vendors aims for a regional collaboration, sections of this scope of work hereafter pertain to Roseville Transit only.



4. Fare Structure and Business Rules

Yolo County Transportation District will implement the following fare policies:

- Base fares vary by mode/route but are all flat fares
 - Fixed-route services cost \$1.50 if local or \$3.50 if commuter (and non-resident)
 - Dial-a-ride costs \$3.75
 - Paratransit costs \$2.50
- Fare caps are requested at this time
 - Daily caps for local and commuter services, respectively
 - Monthly capping for local and commuter services, respectively
- Local transfers are not requested at this time
- Inter-agency transfers (e.g., Placer, SacRT, etc.) are requested when available

Existing discounts (seniors, disability, etc.) will continue to be offered on the legacy systems. When such capability is available to offer those discounts on the contactless payment system, Roseville Transit may request that the Category B provider integrate with the resulting Eligibility Verification system to do so.

5. On-board Technologies

Roseville Transit currently accepts cash, Roseville Transit passes, Placer County Transit passes, SacRT passes, and Connect Card taps. The fleet consists of 13 single-door Gillig buses, 15 two-door Gillig, eight ARBOC single-door cutaway buses, three Champion single-door cutaway buses.

Onboard technologies include SacRT GTFS-rt while GMV Syncromatics provides arrival times. The vendor will confirm compatibility with available technologies and connectivity networks to support the open loop system or propose solutions when needed.

6. Scope of Work for Category A (PADs)

Roseville Transit requests a single validator at the front of each vehicle. We expect the vendor to complete installation for the fleet.

PAD Unit Type	PAD Units Needed
Front door units	49
Spare units	5

6.1 Determining whether any changes are needed to default service level agreements (SLAs) in the User Agreement

Roseville Transit accepts the default SLAs in the Master Service Agreement.



6.2 Determining internal responsibilities for the project

Please reach out to Rich Frost to coordinate all details regarding this project.

Zach Presley

zpresley@roseville.ca.us

EXHIBIT B – PAYMENT AND BUDGET PROVISIONS

1. RATES

The not-to-exceed pricing for MSA products and services to be provided to Transit Agencies are listed in Exhibit B.1 - Rate Sheet. All prices and fees shall be fixed for the entire MSA term including any optional extension periods unless the State approves a price adjustment in accordance with Section 6, Rate Adjustments.

A. Payment Acceptance Devices - Category A

For Category A Products and Services, rates are determined for **Roseville Transit** are as follows:

		TOTAL CAPEX				\$123,649.89
		TOTAL OPEX				\$59,535.00
		GRAND TOTAL				\$183,184.89
Description	Unit of measure	Rate	Qty	Months	Total	
Stand Alone Devices - ABT 3000	Unit	\$972.61	54		\$52,520.94	
ABT3000 Barcode Reader	Unit	\$195.00	54		\$10,530.00	
Mounting Pole	Unit	\$105.33	0		\$0.00	
Installation Front Door	Unit	\$562.50	49		\$27,562.50	
Implementation Service	Once-off	\$10,000.00	1		\$10,000.00	
Integration with Transit Processor	Once-off	Waived	0		\$0.00	
Emv Level 3 Certification	Once-off	Waived	0		\$0.00	
Custom Solution Development Work	per hour	\$137.50	50		\$6,875.00	
T-clamps, Plates, Onsite Survey	Once-off	\$10,635.00	1		\$10,635.00	
Tax Estimate	Once-off	\$73,685.94	1	7.50%	\$5,526.45	
CAPEX Estimate					\$123,649.89	
OPEX (3-Year Total)	Lump Sum	\$59,535.00	1	36	\$59,535.00	
Total CAPEX + OPEX					\$183,184.89	

2. TRANSIT PROCESSING SERVICES RATE DETERMINATION AND PUBLICATION (Category B Only) – (Not Applicable)**3. TRAVEL**

Transit Agencies may allow additional travel reimbursement as permitted, which must be itemized separately on the invoice. The Contractor must have prior approval by the Transit Agency for any additional travel reimbursement.

4. INVOICES**A. Submission of Invoices**

- 1) The Contractor shall submit itemized invoices to the Transit Agency contact person at the address contained in the Transit Agency's User Agreement. The information is mandatory information to be provided for all invoices:
 - a) DGS MSA Number
 - b) Transit Agency Contract Number
 - c) Transit Agency Order Number
 - d) Transit Agency Billing Code
 - e) Transit Agency Name
 - f) Transit Agency Address
 - g) Description of services ordered
 - h) Pricing information, specified by Tier or Breakpoint where applicable
- 2) The Transit Agency contact person will verify and approve, or disapprove, the invoiced items. If the Transit Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

5. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered. The Contractor shall invoice Transit Agencies in arrears upon successful completion of services. Invoices for services are not due and payable, and do not constitute an obligation of the Transit Agency, until the month following the month for which charges are accrued.

Payment shall be made within 45 days in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927 unless agreed otherwise in the User Agreement.

The payment terms for the Capital Expenditures portion of the products and services delivered under this Contract will be paid in the percentage amounts noted below:

- 40% on notice to proceed.
- 40% on delivery.
- 20% on acceptance.

6. RATE ADJUSTMENTS

Contractor may request Consumer Price Index (CPI) rate increases for services should the State decide to execute the options to extend. Rate increases may be requested no more than once annually and may only be requested following the initial five (5) year term of the Agreement. Rate increases shall be capped at three percent (3%) for a given year and may only be requested when the CPI for the "Public Transportation" goods and services category, as published by the U.S. Department of Labor, Bureau of Labor Statistics has increased one percent (1%) or greater for the previous calendar year. The website, subject to change without amendment to this Agreement, can be found at the [CPI Index](https://www.bts.gov/components-consumer-price-index-transportation) (<https://www.bts.gov/components-consumer-price-index-transportation>).

The Contractor shall submit a written request to the DGS Contract Administrator, provide a copy of the index and other supporting documentation necessary to support the adjustment. Rates will be fixed for twelve (12) months following an approved price adjustment. Adjustments shall not be retroactive.



COUNCIL COMMUNICATION

CC #: 3650
File #: 0800-03

Title: California-Oregon Transmission Project - Entitlement Transfer
Contact: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Transmission Capacity Acquisition Agreement between San Juan Water District, Carmichael Water District, Turlock Irrigation District, and the City of Roseville; the Assignment and Assumption Agreement between San Juan Water District, Carmichael Water District, Turlock Irrigation District, and the City of Roseville; and the Form of Instrument of Assignment and Transfer between Turlock Irrigation District, the City of Roseville, and the Transmission Agency of Northern California.

BACKGROUND

The California-Oregon Transmission Project (COTP) consists of 340 miles of 500-kilovolt alternating current (AC) transmission line between Southern Oregon and Central California. The COTP has a capacity of 1,600 megawatts, enough to provide power to more than one million homes at any given time. One of the COTP's benefits is to provide California access to energy supplies in the Pacific Northwest. Roseville has a 29MW entitlement to the COTP.

The Transmission Agency of Northern California (TANC) is a joint powers agency established by a group of California publicly-owned utilities in 1984, of which Roseville is a member along with 14 other publicly owned utilities. TANC's initial purpose was to plan, design and construct the COTP. The COTP was completed and energized in 1993.

Today, TANC's primary purpose is to provide electric transmission to Roseville and its other member utilities through transmission line ownership or contract arrangements. As the project manager for the COTP, TANC is responsible for its day-to-day operation and maintenance, compliance, and any potential upgrades to the line.

Original entitlements to the COTP are held by Carmichael Water District and San Juan Water District. Both of these water agencies are seeking to dispose of their 1MW each entitlements, and Roseville and Turlock Irrigation District are seeking to acquire them. Roseville as part of this action will increase its COTP entitlement to a total of 30MW. Additionally, Roseville is seeking to

assign this additional 1MW to TANC for management of Roseville's entire COTP entitlement.

FISCAL IMPACT

The cost of acquiring an additional 1MW of transmission rights on the California-Oregon Transmission Project is a one-time cost of \$150,000, which is included in the current FY2024-25 Electric Fund budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

William Forsythe, Assistant Electric Utility Director

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-396

Transmission Capacity Acquisition San Juan Carmichael Roseville TID

Assignment Assumption San Joan Carmichael Roseville TID

Form of Instrument of Assignment and Transfer Roseville TID COTP Tanc Consent

Form of Instrument of Assignment and Transfer Redding COTP Tanc Consent

RESOLUTION NO. 24-396

APPROVING ACQUISITION AGREEMENTS FOR AN ENTITLEMENT TO CAPACITY ON THE CALIFORNIA-OREGON TRANSMISSION PROJECT AND ASSIGNMENT TO THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the California-Oregon Transmission Project (COTP) consists of 340 miles of 500-kilovolt alternating current (AC) transmission line between Southern Oregon and Central California; and

WHEREAS, the Transmission Agency of Northern California (TANC) is a joint powers agency established by a group of California publicly-owned utilities in 1984 of which Roseville is a member along with 14 other publicly owned utilities; and

WHEREAS, today, TANC's primary purpose is to provide electric transmission to Roseville and its other member utilities through transmission line ownership or contract arrangements; and

WHEREAS, original entitlements to the COTP are held by Carmichael Water District and San Juan Water District, which are seeking to dispose of their 1MW each entitlements, and Roseville and Turlock Irrigation District are seeking to acquire them; and

WHEREAS, as part of this action, Roseville will increase its COTP entitlement to a total of 30MW; and

WHEREAS, Roseville is additionally seeking to assign this additional 1MW to TANC for management of Roseville's entire COTP entitlement; and

WHEREAS, the Transmission Capacity Acquisition Agreement between San Juan Water District, Carmichael Water District, Turlock Irrigation District, and City of Roseville, the Assignment and Assumption Agreement between San Juan Water District, Carmichael Water District, Turlock Irrigation District, and City of Roseville, and the Form of Instrument of Assignment and Transfer between Turlock Irrigation District, City of Roseville, and the Transmission Agency of Northern California, have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreements and any associated notices are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Exhibit B

TRANSMISSION CAPACITY ACQUISITION AGREEMENT

AMONG

**THE SAN JUAN WATER DISTRICT AND THE CARMICHAEL WATER
DISTRICT**

AND

THE TURLOCK IRRIGATION DISTRICT AND THE CITY OF ROSEVILLE

This Transmission Capacity Acquisition Agreement (“Agreement”), dated [REDACTED] 2024, is entered into by and among the San Juan Water District (“SAN JUAN”), and the Carmichael Water District (“CARMICHAEL”) collectively referred to each individually as a “SELLER” and collectively as “SELLERS” in this Agreement and the Turlock Irrigation District (“TURLOCK”), and the City of Roseville, California (“ROSEVILLE”), collectively referred to each individually as a “BUYER” and collectively as “BUYERS” in this Agreement, SAN JUAN, CARMICHAEL, TURLOCK and ROSEVILLE shall be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- L. SAN JUAN is a community services district formed under Section 61000 et seq., Title 6, Division 3 of the California Government Code Water Code.
- M. CARMICHAEL is an irrigation district organized under the laws of the State of California (California Water Code §§ 20500-29978).
- N. SAN JUAN is a participant in the California Oregon Transmission Project (“COTP”) with a 0.0625 share and are provided in whole megawatts as 1.0000 megawatt of entitlement of the COTP.
- O. CARMICHAEL is a participant in the COTP with a 0.0625% share and are provided in whole megawatts as 1.0000 megawatt of entitlement of the COTP.
- P. TURLOCK is an irrigation district organized under the laws of the State of California (California Water Code §§ 20500-29978) and a vertically integrated electric utility engaged in the business of generation, transmission and distribution of electric power to customers in and around the City of Turlock, California.
- Q. ROSEVILLE operates a municipal electric utility engaged in the business of generation, transmission, and distribution of electric power to customers in its service territory located in and around the City of Roseville, California.
- R. The SELLERS desire to sell each of their entire interests in the COTP, which combined are 0.1250% and are provided in whole megawatts as 2 megawatts of COTP entitlement, and BUYERS desire to purchase the same, with the BUYERS evenly splitting the SELLERS’ combined total COTP capacity such that TURLOCK shall purchase 0.0625% and ROSEVILLE purchase 0.0625% and are provided in whole megawatts as 1 megawatt each of COTP entitlement .
- S. SAN JUAN and CARMICHAEL are parties to the COTP Interim Participation Agreement (“IPA”), which governs their rights to sell their shares of and assign their rights to the COTP transmission capacity.
- T. SAN JUAN and CARMICHAEL desire to assign their rights and obligations under the IPA to TURLOCK AND ROSEVILLE, and TURLOCK AND ROSEVILLE desire to assume SAN JUAN’s and CARMICHAEL’s rights and obligations under the IPA.

NOW THEREFORE, in consideration of the premises described in the recitals, and in consideration of the terms, covenants, and conditions that are set out below, the Parties have entered into this Agreement.

SECTION 1. SCOPE OF AGREEMENT

- 1.1 Scope of Agreement: Under this Agreement the SELLERS will convey to BUYERS the unencumbered-clear title to all of SELLERS' rights, title, and interest in the COTP ("Ownership Rights") as provided in the COTP IPA, which is incorporated herein by reference, which ownership percentage is 0.1250% and are provided in whole megawatts as 2 megawatts of COTP entitlement. BUYERS will purchase and evenly split the SELLERS' combined total COTP capacity, with TURLOCK purchasing 0.0625% and ROSEVILLE purchasing 0.0625% and are provided in whole megawatts as 1 megawatt each of COTP entitlement .
- 1.2 Selling Price: SELLERS agree to sell their Ownership Rights for [REDACTED] dollars (\$ [REDACTED].00) ("Sale Amount") and BUYERS agree to pay the Sale Amount, with each BUYER paying 50% of the Sale Amount.
- 1.3 Timing: SELLERS and BUYERS agree that the sale will be consummated on or before 12 PM Pacific Prevailing Time [Month] 1, 2024 ("Closing Date").

SECTION 2. OBLIGATIONS OF BUYER and SELLER

- 2.1 Obligation(s) of BUYERS: BUYERS agree to pay the Sale Amount into an escrow account on or before [Month] 1, 2024 (30 days before Closing Date). This escrow shall be subject to the terms and conditions of the Escrow Agreement to be agreed upon by the Parties, to enable SELLERS to represent that, on or before the Closing Date, they have sufficient funds to retire outstanding Bond obligations for the COTP shares being sold to BUYERS.
 - 2.1.1 BUYERS agree to each pay their pro rata share (25%) of all reasonable costs incurred to establish the escrow account for the payment set forth in Section 2.1 of this Agreement.
- 2.2 Obligation(s) of SELLERS: SELLERS agree to complete all escrow requirements on or before the Closing Date, in order to permit the timely conveyance of title from SELLERS to BUYERS per the escrow instructions contained within the Escrow Agreement.
 - 2.2.1 SELLERS will remove any encumbrances prior to the closing of escrow.
 - 2.2.2 SELLERS agree to each pay their pro rata share (25%) of all reasonable costs incurred to establish the escrow account for the payment set forth in Section 2.1 of this Agreement.

SECTION 3. REPRESENTATIONS and WARRANTIES

3.1 Representations and Warranties by BUYERS:

- 3.1.1 Each BUYER represents that it has sufficient funds available to purchase the Ownership Rights at the Sale Amount.
- 3.1.2 Each BUYER represents that it has the legal authority to complete the purchase per the stated terms and conditions.

3.2 Representations and Warranties by SELLERS:

- 3.2.1 Each SELLER will provide an opinion letter that represents that the Ownership Rights are free of any encumbrances.
- 3.2.2 Each SELLER represents that it is permitted to make the sale per the terms and conditions of the COTP IPA and will comply with Section 19.1 of the IPA prior to the assignment date.
- 3.2.3 Each SELLER represents that it has the legal authority to complete the sale per the stated terms and conditions.

SECTION 4. DEFAULTS and REMEDIES

4.1 Events of Default. An “Event of Default” shall mean with respect to a Party (“Defaulting Party”):

- 4.1.1 The failure of any Party to perform all of its respective obligations under Section 2.
- 4.1.2 The disclosure that one or more Representations in Section 3 is/are not valid.

4.2 Remedies. The Non-defaulting Party shall have the unilateral right to terminate the Agreement upon 5 days’ notice to the Defaulting Party. The Non-defaulting Party shall also have the unilateral right to seek enforcement of the terms and conditions of the Agreement as permitted by law.

SECTION 5. GENERAL PROVISIONS

5.1 Notice. Any notice to be given or any document to be delivered by either Party to the other hereunder may be delivered in person or may be deposited in the United States mail, postage prepaid, or sent by overnight courier with receipt confirmation, or by facsimile, if such document is not a notice of default hereunder, with a confirming copy to be delivered by first-class mail, and addressed to the persons specified below:

San Juan Water District
Attention: Donna Silva, CPA
Director of Finance and Human Resources
San Juan Water District
9935 Auburn Folsom Road
Granite Bay, CA 95746
dsilva@sjwd.org

Carmichael Water District
Attention: Greg Norris, PE
Engineering Manager
7837 Fair Oaks Blvd,
Carmichael, CA 95608
gregn@carmichaelwd.org

Turlock Irrigation District
Attention: Manjot Gill
Assistant General Manager- Electrical Engineering and Operations
333 E Canal Dr.
Turlock, CA 95380
msgill@tid.org

City of Roseville
Attention: Bill Forsythe
Assistant Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747
WForsythe@roseville.ca.us

- 5.2 Assignment. No Party may assign this Agreement without the express written consent of the other Parties.
- 5.3 Severability. If any provision of this Agreement becomes invalid or unenforceable by decision of a court of competent jurisdiction, or state or federal statute, the remainder of this Agreement, which can be given effect without the invalid provision, shall continue in full force and shall not be impaired or invalidated.
- 5.4 Applicable Law. In the event of disputes arising hereunder, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within the County of Stanislaus, California and shall comply with all requirements necessary to give such court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court and that this Agreement shall be governed, construed and interpreted solely by and under the laws of the State of California without regard to conflict of laws provisions.

- 5.5 No Waiver. The waiver by a Party of a breach or a default of any provision of this Agreement by another Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of any Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party.
- 5.6 Ambiguities Not to Be Construed Against Drafter. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement. This Agreement has been produced by negotiation of the Parties and the rule of construction as against the interest of the drafter shall not apply.
- 5.7 Entire Agreement. This Agreement, including the Exhibit(s), constitutes the entire understanding between the Parties as to the subject matter hereof and may not be modified except by mutual written agreement.
- 5.8 Third Party Beneficiaries. This Agreement shall not be construed to create rights for, grant remedies to, or delegate any duty, obligation, or undertaking established herein to any third party as a beneficiary of this Agreement. Furthermore, this Agreement shall not be construed as placing any BUYER in privity of contract with any SELLER existing or future customers.
- 5.9 Defense and Indemnity. SELLERS shall defend, indemnify and hold harmless BUYERS, their elected officials, officers, employees, agents and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses and expenses of every type and description brought or advanced by any customer of SELLERS to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the Parties' intent to execute, execution and/or performance of this Agreement by the Parties. The foregoing shall include, but not be limited to, any attorneys' fees reasonably incurred by BUYERS.
- 5.10 Conditions Precedent/Subsequent.
- 5.10.1 The Parties intend this Agreement and the Western Base Resource Allocation Assignments ("the Assignments") to be a part of a package in which SELLERS' COTP shares are purchased by BUYERS, and SELLERS' Western's Base Resource Allocations are assigned to BUYERS.
- 5.10.2 No Party shall be bound to perform any obligations of this Agreement until this Agreement is executed by the Parties and the Assignments have been completed. Failure to complete the Assignment shall relieve the parties from all obligation to perform under this Agreement.

5.10.3 The Parties shall be relieved of all obligations under this Agreement if the COTP Manager refuses or otherwise fails to assign SELLERS' interest in the COTP to BUYERS pursuant to the COTP IPA.

5.11 Counterparts. This Agreement may be executed in counterparts (including electronically), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

THE SAN JUAN WATER DISTRICT

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Approved as to Form	
By:	
Name:	
Title:	
Date:	

THE CARMICHAEL WATER DISTRICT

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Approved as to Form	
By:	

Name:

Title:

Date:

THE CITY OF ROSEVILLE

Signatory:

Attested To:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Approved as to Form

By:

Name:

Title:

Date:

THE TURLOCK IRRIGATION DISTRICT

Signatory:

Attested To:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Approved as to Form

By:

Name:

Title:

Date:

Exhibit A

**ASSIGNMENT AND ASSUMPTION AGREEMENT
AMONG**

**THE SAN JUAN WATER DISTRICT AND THE CARMICHAEL WATER
DISTRICT**

AND

THE TURLOCK IRRIGATION DISTRICT AND THE CITY OF ROSEVILLE

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into as of the ____ day of ____, 2024 (the “Effective Date”), by and among the San Juan Water District (“SAN JUAN”) and the Carmichael Water District (“CARMICHAEL”), collectively referred to as “Assignors”, and the Turlock Irrigation District (“TURLOCK”) and the City of Roseville, California (“ROSEVILLE”), collectively referred to as “Assignees”, each sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. SAN JUAN is a community services district formed under Section 61000 et seq., Title 6, Division 3 of the California Government Code Water Code.
- B. CARMICHAEL is an irrigation district organized under the laws of the State of California (California Water Code §§ 20500-29978).
- C. SAN JUAN is a participant in the California Oregon Transmission Project (“COTP”) with a 0.0625% share and are provided in whole megawatts as 1.0000 megawatt of entitlement to the COTP.
- D. CARMICHAEL is a participant in the COTP with a 0.0625% share and are provided in whole megawatts as 1.000 megawatt of entitlement to the COTP.
- E. TURLOCK is an irrigation district organized under the laws of the State of California (California Water Code §§ 20500-29978) and a vertically integrated electric utility engaged in the business of generation, transmission and distribution of electric power to customers in and around the City of Turlock, California.
- F. ROSEVILLE operates a municipal electric utility engaged in the business of generation, transmission, and distribution of electric power to customers in its service territory located in and around the City of Roseville, California.
- G. SAN JUAN and CARMICHAEL are parties to the COTP Interim Participation Agreement (“IPA”), effective as amended in April 2008, which governs their rights to sell their shares of and assign their rights to the COTP transmission capacity.
- H. The Western Area Power Administration (“Western”); CARMICHAEL; SAN JUAN; Pacific Gas and Electric Company (“PG&E”); the City of Redding, a municipal corporation; and the Transmission Agency of Northern California (“TANC”), a California Joint Powers Agency, jointly own and operate the COTP (collectively, “active COTP Participants”).

- I. On [REDACTED], 2024, Assignors and Assignees entered into a Transmission Capacity Acquisition Agreement Among San Juan and Carmichael and Turlock and Roseville ("TCAA"), under which Assignors agreed to sell to Assignees their entire rights, title, and interest in the COTP, which combined are 0.1250% and are provided in whole megawatts as 2 megawatts of entitlement to the COTP, with the Assignees evenly splitting the Assignors' combined total COTP capacity such that Turlock purchased 0.0625% and Roseville purchased 0.0625% and are provided in whole megawatts as 1 megawatt each of COTP entitlement, in each case upon the terms set forth in this Agreement or in the TCAA.
- J. Assignors desire to assign and transfer to Assignees, and Assignees desire to assume and accept all of Assignors' rights, title, and interest in, and all of Assignors' associated duties, liabilities, and obligations under or pursuant to, the IPA; the California-Oregon Transmission Project Operation and Maintenance Agreement, effective as amended in April 2008 ("POMA"); the Owners Coordinated Operation Agreement among Pacific Gas and Electric Company and PacifiCorp and the Transmission Agency of Northern California, and Western Area Power Administration, effective as amended in July 2015 ("OCA"); and the California-Oregon Intertie Path Operating Agreement among Pacific Gas and Electric Company, PacifiCorp, the Transmission Agency of Northern California, Western Area Power Administration, and California Independent System Operator Corporation, effective as amended in January 2021 ("COI-POA") ("Assigned Assets and Assumed Liabilities"), in each case upon the terms set forth in this Agreement and the TCAA.
- K. Capitalized terms used, and not otherwise defined, herein have the meanings set forth in the TCAA or the COTP IPA.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Subject to the terms set forth herein and effective as of the Effective Date, and subject further in all respects to the TCAA, Assignors hereby grant, assign, transfer, and convey to Assignees all of Assignors' rights, title, and interest in, to and under, the Assigned Assets and Assumed Liabilities.
2. **Assumption.** Subject to the terms set forth herein and effective as of the Effective Date, and subject further in all respects to the TCAA, Assignees hereby assume and accept the Assigned Assets and Assumed Liabilities from Assignors and agree to undertake and perform all of Assignors' liabilities and obligations in, to and under the Assumed Liabilities, whether arising before or after the Effective Date.
3. **Completed Assignment.** Assignors acknowledge that they have received consideration for this assignment and assumption and, accordingly, that this is a present, irrevocable and fully executed assignment, and that the rights and title of Assignors in the Assigned

Assets and Assumed Liabilities are in no way subject to defeasance or forfeiture by reason of any alleged failure of consideration.

4. **Assignment of Contracts.** Assignors shall use reasonable efforts to obtain all required consents to the transactions contemplated by this Agreement and the TCAA from the other parties to any contract, agreement or instrument that is an Assigned Asset or Assumed Liability or that governs the terms and conditions of an Assigned Asset or Assumed Liability.
5. **Non-Interference.** Each Party agrees that the assignment and assumption of the Assigned Assets and Assumed Liabilities hereunder is irrevocable and that no Party shall take any action or make any other assignment or direction which would prejudice the other Parties' rights hereunder, and that such action or assignment shall be void.
6. **Release.**
 - a. Despite anything to the contrary in the Assigned Assets and Assumed Liabilities, each and all of the active COTP Participants release and forever discharge Assignors, as well as their elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns from all further obligations arising under the Assigned Assets and Assumed Liabilities, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that each and all of the active COTP Participants have or may have against any of the foregoing persons, arising out of or in any way connected to performance under the Assigned Assets and Assumed Liabilities on and after the Closing Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of each and all of the active COTP Participants or Assignees arising before the Closing Date, or the Assignors' responsibility within the COTP Interest Retained Rights and Liabilities, above.
 - b. Despite anything to the contrary in the Assigned Assets and Assumed Liabilities, Assignors release and forever discharge each and all of the active COTP Participants, as well as their elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns from all further obligations arising under the Assigned Assets and Assumed Liabilities, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that Assignors have or may have against any of the foregoing persons, arising out of or in any way connected to performance under the Assigned Assets and Assumed Liabilities on and after the Closing Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of each and all of the active COTP Participants or Assignees arising before the Closing Date.
7. **Substitution.** Each and all of the active COTP Participants recognize Assignees as Assignors' successors-in-interest in and to the Assigned Assets and Assumed

Liabilities. Assignees by this Agreement become entitled to all rights, title, and interest of Assignors in and to the Assigned Assets and Assumed Liabilities as of and after the Closing Date. Each and all of the active COTP Participants and Assignees shall be bound by the terms of the Assigned Assets and Assumed Liabilities in every way as if Assignees are named in the Assigned Assets and Assumed Liabilities in place of Assignors.

- 8. **Successors and Assigns.** This Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties hereto and their respective successors and assigns.
- 7. **Further Assurances.** Each Party agrees that it will promptly execute and deliver all such further instruments and documents and take all further action as the other party hereto may reasonably request in order to effectuate more fully the purposes of this Agreement.
- 8. **Counterparts.** This Agreement may be executed in counterparts (including electronically), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been duly executed and delivered as of the date first written above.

ASSIGNORS:

THE SAN JUAN WATER DISTRICT

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

THE CARMICHAEL WATER DISTRICT

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ASSIGNEES:

THE CITY OF ROSEVILLE

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

THE TURLOCK IRRIGATION DISTRICT

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

OTHER ENTITIES:

WESTERN AREA POWER ADMINISTRATION

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

PACIFIC GAS & ELECTRIC COMPANY

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

THE CITY OF REDDING

Signatory:	Attested To:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A
FORM OF
INSTRUMENT OF ASSIGNMENT AND TRANSFER

This INSTRUMENT OF ASSIGNMENT AND TRANSFER (this “Assignment”), is made as of [_____] (the “Closing Date”), by and between the Turlock Irrigation District (“Turlock”) and the City of Roseville, California (“Roseville”) (collectively, “Assignors”), and the Transmission Agency of Northern California, a California Joint Powers Agency (“Assignee”).

RECITALS

- A. The Western Area Power Administration (“Western”); Pacific Gas and Electric Company (“PG&E”); Turlock, Roseville, the City of Redding, a municipal corporation; and the Transmission Agency of Northern California, a California Joint Powers Agency jointly own and operate the California-Oregon Transmission Project (“COTP”) (collectively, “active COTP Participants”); and
- B. Assignors hold the rights and obligations as well as an ownership and interest in, and entitlement to transfer capability on, the COTP, under the California-Oregon Transmission Project Interim Participation Agreement effective as amended in April 2008 (“IPA”); and
- C. Assignors desire to assign to Assignee all of their rights and delegate to Assignee all of their obligations under the IPA; the California-Oregon Transmission Project Operation and Maintenance Agreement, effective as amended in April 2008 (“POMA”); the Owners Coordinated Operation Agreement among Pacific Gas and Electric Company and PacifiCorp and the Transmission Agency of Northern California, and Western Area Power Administration, effective as amended in July 2015 (“OCA”); and the California-Oregon Intertie Path Operating Agreement among Pacific Gas and Electric Company, PacifiCorp, the Transmission Agency of Northern California, Western Area Power Administration, and California Independent System Operator Corporation, effective as amended in January 2021 (“COI-POA”) (collectively the “Assigned Contracts”); and
- D. Assignee desires to accept such assignment or rights and delegation of obligations under the Assigned Contracts; and
- E. Each and all of the active COTP Participants desire to release Assignors from their obligations under the Assigned Contracts and substitute Assignee in Assignors’ place under the Assigned Contracts;
- F. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the IPA;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Assignment and Assumption.

- a. Assignment. Assignors hereby irrevocably assign, grant, convey, and transfer to Assignee all of their rights, title and interest in, to and under, and all of their duties, liabilities and obligations under or pursuant to, the Assigned Contracts on the Closing Date, except for any rights or liabilities under the Assigned Contracts resulting from Assignors' performance or failure to perform its obligations under the Assigned Contracts prior to the Closing Date, which rights and liabilities are retained by and remain the responsibility of Assignors (the "COTP Interest Retained Rights and Liabilities").
- b. Assumption. Assignee hereby unconditionally accepts such assignment and assumes all of Assignors' rights, title and interest in, to and under, and all of Assignors' duties, liabilities and obligations under or pursuant to, the Assigned Contracts, and agrees to pay, perform, and discharge, as and when due, all of the obligations of Assignors under the Assigned Contracts accruing on and after the Closing Date, except for the COTP Interest Retained Rights and Liabilities.

2. Non-Interference. Each of Assignors and Assignee agrees that the assignment and assumption of the assigned rights and responsibilities hereunder is irrevocable and that neither party shall take any action or make any other assignment or direction which could prejudice the other's rights hereunder, and that any such action or assignment shall be void.

3. Release.

- a. Despite anything to the contrary in the Assigned Contracts, each and all of the active COTP Participants release and forever discharge Assignors, as well as their elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns from all further obligations arising under the Assigned Contracts, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that each and all of the active COTP Participants have or may have against any of the foregoing persons, arising out of or in any way connected to performance under the Assigned Contracts on and after the Closing Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of each and all of the active COTP Participants or Assignee arising before the Closing Date, or the Assignors' responsibility

within the COTP Interest Retained Rights and Liabilities, above.

- b. Despite anything to the contrary in the Assigned Contracts, Assignors release and forever discharge each and all of the active COTP Participants, as well as their elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns from all further obligations arising under the Assigned Contracts, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that Assignors have or may have against any of the foregoing persons, arising out of or in any way connected to performance under the Assigned Contracts on and after the Closing Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of each and all of the active COTP Participants or Assignee arising before the Closing Date.
- 4. **Substitution.** Each and all of the active COTP Participants recognize Assignee as Assignors' successor-in-interest in and to the Assigned Contracts. Assignee by this Agreement becomes entitled to all rights, title, and interest of Assignors in and to the Assigned Contracts as of and after the Closing Date. Each and all of the active COTP Participants and Assignee shall be bound by the terms of the Assigned Contracts in every way as if Assignee is named in the Assigned Contracts in place of Assignors.
- 5. **Representations and Warranties.** Each party hereto represents and warrants as follows:
 - a. It is duly organized, validly existing, and in good standing under the laws of the State of California;
 - b. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
 - c. It has taken all necessary corporate action to authorize the execution of this Agreement by its representative whose signature is set forth at the end hereof.
 - d. Its execution, delivery, and performance of this Agreement will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any contract or agreement to which it is a party.
 - e. When executed and delivered, this Agreement will constitute the legal, valid, and binding obligation, enforceable against each party hereto in accordance with its terms.

6. Indemnification.

- a. Indemnification. Subject to the terms and conditions set forth in Section 6.b, Assignee and Assignors (as "Indemnifying Party") shall indemnify, hold harmless, and defend each other and their respective elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns ([collectively,] "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise ("Claim") or any direct Claim against Indemnifying Party alleging:
 - i. A breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party or its representatives;
 - ii. Any negligent or more culpable act or omission of Indemnifying Party or any of its representatives (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;
 - iii. Any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its representatives (including any reckless or willful misconduct); or
 - iv. Any failure by Indemnifying Party to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
- b. Exceptions and Limitations on Indemnification. Despite anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any Claim if such Claim or the corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's:
 - i. Gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
 - ii. Bad faith, failure to comply with any of its obligations set forth in this Agreement.
- c. Sole Remedy. THIS SECTION SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY

FOR ANY LOSSES COVERED UNDER SECTION 6.

7. **Effectiveness.** This Assignment shall become effective as of the Closing Date.
8. **Further Assurances.** Each of the Parties will, from time to time and at all times hereafter, upon every reasonable request to do so by another Party hereto, at its sole cost and expense, promptly make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be legally required or reasonably necessary in order to further implement and carry out the intent and purposes of this Agreement.
9. **Notices.** Any notice, demand, or request required or authorized by this Assignment to be given by one party to another party shall be delivered in accordance with Section 32 of the IPA and to the following addresses:

Transmission Agency of Northern California
Attention: Interim General Manager
P.O. Box 15129
Sacramento, CA 95851
jroukema@tanc.us

Turlock Irrigation District
Attention: Manjot Gill
Assistant General Manager- Electrical Engineering and Operations
333 E Canal Dr.
Turlock, CA 95380
msgill@tid.org

City of Roseville
Attention: Bill Forsythe
Assistant Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747
WForsythe@roseville.ca.us

City of Redding
Attention: Redding Electric Utility Director
3611 Avtech Parkway
Redding, CA 96002
JMandell@roseville.ca.us

Pacific Gas and Electric Company
Attention: Electric Transmission Contracts Engineer
Senior Electric Transmission Contract Manager
300 Lakeside Drive
Suite 210

Oakland, CA 94612

agc1@pge.com

P1WE@pge.com

Western Area Power Administration

Attention: Contracts Manager

Operations Manager

P.O. Box 281213

Lakewood, CO 80228

peebles@wapa.gov

danson@wapa.gov

10. **Successors and Assigns.** The provisions of this Assignment are binding upon, and will inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.
11. **Interpretation.** For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
12. **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
13. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. **Entire Agreement.** This Agreement, together with all related clauses and documents that are incorporated by reference herein, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
15. **Amendment and Modification.** No amendment to (or rescission, termination, or discharge of) this Agreement is effective unless it is in writing, identified as an amendment to (or rescission, termination, or discharge of) this Agreement and signed by an authorized representative of each party to this Agreement.
16. **Waiver.**
 - a. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the party waiving its right.
 - b. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.
 - c. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:
 - i. any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or
 - ii. any act, omission, or course of dealing between the parties.
17. **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Despite the previous sentence, the parties intend that Indemnified Party's rights under Section 6 are its exclusive remedies for the events specified therein.
18. **Equitable Remedies.** Each of Assignor and Assignee acknowledges that a breach or threatened breach by it of any of its obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and hereby agrees that if a breach or a threatened breach occurs, the other party shall, in addition to any and all other rights and remedies that may be available to it arising from such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

19. **No Third-Party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Despite the previous sentence, the parties hereby designate the third parties included in the Section 6 definition of Indemnified Party as third-party beneficiaries of Section 6.
20. **Choice of Law.** This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
21. **Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Eastern District of California or the courts of the State of California sitting in the County of Shasta, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Eastern District of California or the courts of the State of California sitting in the County of Shasta. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
22. **Counterparts.** This Agreement may be executed in counterparts (including electronically), each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
23. **Titles.** The captions and headings in this Agreement are inserted to facilitate reference and shall have no bearing upon the interpretation of any of the terms and provisions of this Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed and delivered this Assignment as of the day and year first above set forth.

TURLOCK IRRIGATION DISTRICT By: _____ By: _____	ATTEST: By: _____ Name: _____ [Title]
CITY OF ROSEVILLE By: _____ Name: _____ [Mayor, Mayor ProTempore or City Administrator]	ATTEST: By: _____ Name: _____ [Title]
	APPROVED AS TO FORM: By: _____ [NAME] [TITLE]
TRANSMISSION AGENCY OF NORTHERN CALIFORNIA By: _____ John Roukema Interim General Manager By: _____ Steve Gross General Counsel	ATTEST: By: _____ Name: _____ [Title]
PACIFIC GAS AND ELECTRIC COMPANY By: _____ [Name] General Manager By: _____ [Name] General Counsel	ATTEST: By: _____ Name: _____

[Continued on Next Page]

WESTERN AREA POWER ADMINISTRATION By: _____ [Name] General Manager By: _____ [Name] General Counsel	ATTEST: By: _____ Name: _____
CITY OF REDDING By: _____ Name: _____ [Mayor, Mayor ProTempore or City Administrator]	ATTEST: By: _____ Name: _____
	APPROVED AS TO FORM: By: _____ Christian M. Curtis City Attorney

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

Exhibit B

Redlined IPA Appendices

APPENDIX C

ENTITLEMENTS

C. Except as modified in accordance with Sections 3, 14, or 19, the COTP Participants' Entitlements shall be as follows:

C.1 The Agency, ~~88.565286.8519~~ percent;

C.2 Western Area Power Administration, 9.3750 percent;

C.3 Pacific Gas and Electric Company, 2.0625 percent;

~~C.4 City of Redding, 1.5856 percent;~~

~~C.5 San Juan Water District, 0.0625 percent; and~~

~~C.6~~ C.4 Carmichael Water District, 0.0625 percent.

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

APPENDIX D

OWNERSHIP INTERESTS

D. Except as modified in accordance with Sections 3, 14, or 19, and subject to the provisions respecting the ownership of Land Rights acquired by Western as set forth in Section 8, the Participants shall own as tenants in common undivided interests in the Project, other than the CVP Upgrade Segment facilities owned by Western, in the following proportions:

D.1 The Agency, ~~95.8365~~ 97.7241 percent;

D.2 Pacific Gas and Electric Company, 2.2759 percent;

~~D.3 City of Redding, 1.7496 percent;~~

~~D.4 San Juan Water District, 0.0690 percent; and~~

~~D.5~~ D.3 Carmichael Water District, 0.0690 percent.

CALIFORNIA OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

APPENDIX E

CONSTRUCTION COST SHARING PERCENTAGES

E. Construction Costs

Except as modified in accordance with Sections 3, 14, or 19, the Participants shall be responsible for paying Construction Costs in the following proportions:

E.1 The Agency, ~~92.6420~~ 94.4667 percent;

E.2 Western, 3.3333 percent;

E.3 Pacific Gas and Electric Company, 2.2000 percent;

~~E.4 Redding, 1.6913 percent;~~

~~E.5 Carmichael, 0.0667 percent; and~~

~~E.6 San Juan 0.0667 percent.~~

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

Exhibit C

Clean IPA Appendices

APPENDIX C

ENTITLEMENTS

C. Except as modified in accordance with Sections 3, 14, or 19, the COTP Participants' Entitlements shall be as follows:

- C.1 The Agency, 88.5652 percent;
- C.2 Western Area Power Administration, 9.3750 percent;
- C.3 Pacific Gas and Electric Company, 2.0625 percent;

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

APPENDIX D

OWNERSHIP INTERESTS

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- D.1 The Agency, 97.7241 percent;
- D.2 Pacific Gas and Electric Company, 2.2759 percent;

CALIFORNIA OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

APPENDIX E

CONSTRUCTION COST SHARING PERCENTAGES

E. Construction Costs

Except as modified in accordance with Sections 3, 14, or 19, the Participants shall be responsible for paying Construction Costs in the following proportions:

- E.1 The Agency, 94.4667 percent;
- E.2 Western, 3.3333 percent;
- E.3 Pacific Gas and Electric Company, 2.2000 percent;

Exhibit A

FORM OF
INSTRUMENT OF ASSIGNMENT AND TRANSFER

This INSTRUMENT OF ASSIGNMENT AND TRANSFER (this "Assignment"), is made as of [_____] (the "Closing Date"), by and between the City of Redding, a municipal corporation and a General Law City duly organized and existing under and by virtue of the Constitution and laws of the State of California ("Assignor"), and the Transmission Agency of Northern California, a California Joint Powers Agency ("Assignee").

RECITALS

- A. The Western Area Power Administration ("Western"); Turlock Irrigation District, the City of Roseville, Pacific Gas and Electric Company ("PG&E"); the City of Redding, a municipal corporation; and the Transmission Agency of Northern California, a California Joint Powers Agency, jointly own and operate the California-Oregon Transmission Project ("COTP") (collectively, "active COTP Participants"); and
- B. PacifiCorp owns a portion of the Pacific AC Intertie, with which the COTP operates in parallel, and the California Independent System Operator Corporation ("CAISO") is the path operator for the California-Oregon Intertie; and
- C. Assignor holds the rights and obligations as well as an ownership and interest in, and entitlement to transfer capability on, the COTP, under the California-Oregon Transmission Project Interim Participation Agreement effective as amended in April 2008 ("IPA"); and
- D. Assignor desires to assign to Assignee all of its rights and delegate to Assignee all of its obligations under the IPA; the California-Oregon Transmission Project Operation and Maintenance Agreement, effective as amended in April 2008 ("POMA"); the Owners Coordinated Operation Agreement among Pacific Gas and Electric Company and PacifiCorp and the Transmission Agency of Northern California, and Western Area Power Administration, effective as amended in July 2015 ("OCA"); and the California-Oregon Intertie Path Operating Agreement among Pacific Gas and Electric Company, PacifiCorp, the Transmission Agency of Northern California, Western Area Power Administration, and California Independent System Operator Corporation, effective as amended in January 2021 ("COI-POA") (collectively the "Assigned Contracts"); and
- E. Assignee desires to accept such assignment or rights and delegation of obligations under the Assigned Contracts; and

- F. Each and all of the active COTP Participants, PacifiCorp, and CAISO desire to release Assignor from its obligations under the Assigned Contracts and substitute Assignee in Assignor's place under the Assigned Contracts;
- G. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the IPA;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Assignment and Assumption.

- a. Assignment. Assignor hereby irrevocably assigns, grants, conveys, and transfers to Assignee all of its right, title and interest in, to and under, and all of its duties, liabilities and obligations under or pursuant to, the Assigned Contracts on the Closing Date, except for any rights or liabilities under the Assigned Contracts resulting from Assignor's performance or failure to perform its obligations under the Assigned Contracts prior to the Closing Date, which rights and liabilities are retained by and remain the responsibility of Assignor (the "COTP Interest Retained Rights and Liabilities").
- b. Assumption. Assignee hereby unconditionally accepts such assignment and assumes all of Assignor's rights, title and interest in, to and under, and all of Assignor's duties, liabilities and obligations under or pursuant to, the Assigned Contracts, and agrees to pay, perform, and discharge, as and when due, all of the obligations of Assignor under the Assigned Contracts accruing on and after the Closing Date, except for the COTP Interest Retained Rights and Liabilities.

2. Non-Interference. Each of Assignor and Assignee agrees that the assignment and assumption of the assigned rights and responsibilities hereunder is irrevocable and that neither party shall take any action or make any other assignment or direction which could prejudice the other's rights hereunder, and that any such action or assignment shall be void.

3. Release.

- a. Despite anything to the contrary in the Assigned Contracts, each and all of the active COTP Participants, PacifiCorp, and CAISO release and forever discharge Assignor, as well as its elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns from all further obligations arising under the Assigned Contracts, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims,

and demands whatsoever that each and all of the active COTP Participants, PacifiCorp, and CAISO have or may have against any of the foregoing persons, arising out of or in any way connected to performance under the Assigned Contracts on and after the Closing Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of each and all of the active COTP Participants, PacifiCorp, CAISO, or Assignee arising before the Closing Date, or the Assignor's responsibility within the COTP Interest Retained Rights and Liabilities, above.

- b. Despite anything to the contrary in the Assigned Contracts, Assignor releases and forever discharges each and all of the active COTP Participants, PacifiCorp, and CAISO, as well as their elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns from all further obligations arising under the Assigned Contracts, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that Assignor has or may have against any of the foregoing persons, arising out of or in any way connected to performance under the Assigned Contracts on and after the Closing Date. For avoidance of doubt, nothing herein affects any rights, liabilities, or obligations of each and all of the active COTP Participants, PacifiCorp, CAISO, or Assignee arising before the Closing Date.

- 4. **Substitution.** Each and all of the active COTP Participants, PacifiCorp, and CAISO recognize Assignee as Assignor's successor-in-interest in and to the Assigned Contracts. Assignee by this Agreement becomes entitled to all rights, title, and interest of Assignor in and to the Assigned Contracts as of and after the Closing Date. Each and all of the active COTP Participants, PacifiCorp, CAISO, and Assignee shall be bound by the terms of the Assigned Contracts in every way as if Assignee is named in the Assigned Contracts in place of Assignor.

- 5. **Representations and Warranties.** Each party hereto represents and warrants as follows:

- a. It is duly organized, validly existing, and in good standing under the laws of the State of California;
- b. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
- c. It has taken all necessary corporate action to authorize the execution of this Agreement by its representative whose signature is set forth at the end hereof.
- d. Its execution, delivery, and performance of this Agreement will not violate, conflict with, require consent under, or result in any breach or default under

the provisions of any contract or agreement to which it is a party.

- e. When executed and delivered, this Agreement will constitute the legal, valid, and binding obligation, enforceable against each party hereto in accordance with its terms.

6. Indemnification.

- a. Indemnification. Subject to the terms and conditions set forth in Section 6.(b) Assignee and Assignor (as “Indemnifying Party”) shall indemnify, hold harmless, and defend each other and their respective elective and appointive boards, elective officials, commissions, shareholders, directors, managers, members, officers, employees, agents, representatives, successors, and permitted assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, that are incurred by Indemnified Party (collectively, “Losses”), arising out of or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise (“Claim”) or any direct Claim against Indemnifying Party alleging:
 - i. A breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party or its representatives;
 - ii. Any negligent or more culpable act or omission of Indemnifying Party or any of its representatives (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;
 - iii. Any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its representatives (including any reckless or willful misconduct); or
 - iv. Any failure by Indemnifying Party to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
- b. Exceptions and Limitations on Indemnification. Despite anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any Claim if such Claim or the corresponding Losses arise out of or result from, in whole or in part, Indemnified Party’s:
 - i. Gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

- ii. Bad faith, failure to comply with any of its obligations set forth in this Agreement.
 - c. **Sole Remedy.** THIS SECTION SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY LOSSES COVERED UNDER SECTION 6.
7. **Effectiveness.** This Assignment shall become effective as of the Closing Date.
8. **Further Assurances.** Each of the Parties will, from time to time and at all times hereafter, upon every reasonable request to do so by another Party hereto, at its sole cost and expense, promptly make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be legally required or reasonably necessary in order to further implement and carry out the intent and purposes of this Agreement.
9. **Notices.** Any notice, demand, or request required or authorized by this Assignment to be given by one party to another party shall be delivered in accordance with Section 32 of the IPA and to the following addresses:

Transmission Agency of Northern California
Attention: Interim General Manager
P.O. Box 15129
Sacramento, CA 95851
jroukema@tanc.us

City of Redding
Attention: Redding Electric Utility Director
3611 Avtech Parkway
Redding, CA 96002
jbowers@cityofredding.org

Turlock Irrigation District
Attention: Manjot Gill
Assistant General Manager- Electrical Engineering and Operations
333 E Canal Dr.
Turlock, CA 95380
msgill@tid.org

City of Roseville
Attention: Bill Forsythe
Assistant Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747
WForsythe@roseville.ca.us

Pacific Gas and Electric Company
Attention: Electric Transmission Contracts Engineer
Senior Electric Transmission Contract Manager
300 Lakeside Drive
Suite 210
Oakland, CA 94612
agc1@pge.com
P1WE@pge.com

Western Area Power Administration
Attention: Contracts Manager
Operations Manager
P.O. Box 281213
Lakewood, CO 80228
peebles@wapa.gov
danson@wapa.gov

PacifiCorp
Attention: Vice President, Transmission
Director of Transmission Expansion Planning
825 N.E. Multnomah Street
Suite 1900
Portland, Oregon 97232
Richard.Vail@pacificorp.com
Scott.Beyer@pacificorp.com

California Independent System Operator Corporation
Attention: Director, Infrastructure Contracts and Management
250 Outcropping Way
Folsom, CA 95630
DLeVine@caiso.com
RegulatoryContracts@CAISO.com

10. **Successors and Assigns.** The provisions of this Assignment are binding upon, and will inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.
11. **Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and

(z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

12. **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
13. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
14. **Entire Agreement.** This Agreement, together with all related clauses and documents that are incorporated by reference herein, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The foregoing Recitals are hereby incorporated by this reference and made part of this Agreement.
15. **Amendment and Modification.** No amendment to (or rescission, termination, or discharge of) this Agreement is effective unless it is in writing, identified as an amendment to (or rescission, termination, or discharge of) this Agreement and signed by an authorized representative of each party to this Agreement.
16. **Waiver.**
 - a. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the party waiving its right.
 - b. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.
 - c. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:
 - i. any failure or delay in exercising any right, remedy, power, or privilege

- or in enforcing any condition under this Agreement; or
- ii. any act, omission, or course of dealing between the parties.

17. **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Despite the previous sentence, the parties intend that Indemnified Party's rights under 6 are its exclusive remedies for the events specified therein.
18. **Equitable Remedies.** Each of Assignor and Assignee acknowledges that a breach or threatened breach by it of any of its obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and hereby agrees that if a breach or a threatened breach occurs, the other party shall, in addition to any and all other rights and remedies that may be available to it arising from such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).
19. **No Third-Party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Despite the previous sentence, the parties hereby designate the third parties included in the Section 6 definition of Indemnified Party as third-party beneficiaries having the right to enforce Section 6.
20. **Choice of Law.** This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
21. **Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Eastern District of California or the courts of the State of California sitting in the County of Shasta, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Eastern District of California or the courts of the State of California sitting in the

County of Shasta. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. **Counterparts.** This Agreement may be executed in counterparts (including electronically), each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed and delivered this Assignment as of the day and year first above set forth.

CITY OF REDDING By: _____ Name: _____ [Mayor, Mayor ProTempore or City Administrator]	ATTEST: By: _____ Name: _____
	APPROVED AS TO FORM: By: _____ Christian M. Curtis City Attorney
TRANSMISSION AGENCY OF NORTHERN CALIFORNIA By: _____ John Roukema Interim General Manager By: _____ Steve Gross General Counsel	ATTEST: By: _____ Name: _____
TURLOCK IRRIGATION DISTRICT By: _____ By: _____	ATTEST: By: _____ Name: _____ [Title]

[Continued on Next Page]

CITY OF ROSEVILLE By: _____ Name: _____ [Mayor, Mayor ProTempore or City Administrator]	ATTEST: By: _____ Name: _____ [Title]
	APPROVED AS TO FORM: By: _____ [NAME] City Attorney
PACIFIC GAS AND ELECTRIC COMPANY By: _____ [Name] General Manager By: _____ [Name] General Counsel	ATTEST: By: _____ Name: _____
WESTERN AREA POWER ADMINISTRATION By: _____ [Name] General Manager By: _____ [Name] General Counsel	ATTEST: By: _____ Name: _____
PACIFICORP By: _____ [Name] General Manager By: _____ [Name] General Counsel	ATTEST: By: _____ Name: _____

CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION

By: _____
[Name]
General Manager

By: _____
[Name]
General Counsel

ATTEST:

By: _____

Name: _____

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

Exhibit B

Redlined IPA Appendices

APPENDIX C

ENTITLEMENTS

C. Except as modified in accordance with Sections 3, 14, or 19, the COTP Participants' Entitlements shall be as follows:

C.1 The Agency, ~~86.8519~~ 88.5652 percent;

C.2 Western Area Power Administration, 9.3750 percent;

C.3 Pacific Gas and Electric Company, 2.0625 percent;

~~C.4 City of Redding, 1.5856 percent;~~

~~C.5 San Juan Water District, 0.0625 percent; and~~

~~C.6~~ C.4 Carmichael Water District, 0.0625 percent.

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

APPENDIX D

OWNERSHIP INTERESTS

D. Except as modified in accordance with Sections 3, 14, or 19, and subject to the provisions respecting the ownership of Land Rights acquired by Western as set forth in Section 8, the Participants shall own as tenants in common undivided interests in the Project, other than the CVP Upgrade Segment facilities owned by Western, in the following proportions:

D.1 The Agency, ~~95.8365~~ 97.7241 percent;

D.2 Pacific Gas and Electric Company, 2.2759 percent;

~~D.3 City of Redding, 1.7496 percent;~~

~~D.4 San Juan Water District, 0.0690 percent; and~~

~~D.5~~ D.3 Carmichael Water District, 0.0690 percent.

CALIFORNIA OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

APPENDIX E

CONSTRUCTION COST SHARING PERCENTAGES

E. Construction Costs

Except as modified in accordance with Sections 3, 14, or 19, the Participants shall be responsible for paying Construction Costs in the following proportions:

E.1 The Agency, ~~92.6420~~ 94.4667 percent;

E.2 Western, 3.3333 percent;

E.3 Pacific Gas and Electric Company, 2.2000 percent;

~~E.4 Redding, 1.6913 percent;~~

~~E.5 Carmichael, 0.0667 percent; and~~

~~E.6 San Juan 0.0667 percent.~~

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

Exhibit C

Clean IPA Appendices

APPENDIX C

ENTITLEMENTS

- C. Except as modified in accordance with Sections 3, 14, or 19, the COTP Participants' Entitlements shall be as follows:
- C.1 The Agency, 88.5652 percent;
 - C.2 Western Area Power Administration, 9.3750 percent;
 - C.3 Pacific Gas and Electric Company, 2.0625 percent;

CALIFORNIA-OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

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CALIFORNIA OREGON TRANSMISSION PROJECT
INTERIM PARTICIPATION AGREEMENT

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- E.2 Western, 3.3333 percent;
- E.3 Pacific Gas and Electric Company, 2.2000 percent;



COUNCIL COMMUNICATION

CC #: 3648
File #: 0800-03

Title:	Western Area Power Administration – Network Integrated Transmission Service Amendment
Contact:	Brian Schinstock 916-746-1658 bschinstock@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Amendment 2 to the Network Integrated Transmission Service (NITS) agreement with the Western Area Power Administration (WAPA).

BACKGROUND

WAPA is a federal agency that owns and operates several hundred miles of transmission facilities in Northern California. Roseville's electric distribution system is connected to the WAPA transmission system, and Roseville contracts with WAPA through the NITS agreement for high voltage transmission service in order to import and export capacity and energy over WAPA's system at Roseville's two receiving substations.

The NITS agreement lists Roseville's network behind the meter generating resources, and Amendment 2 reflects the increased capacity at the Roseville Energy Park (REP) to accommodate the newly acquired RPEAK units. All other terms and conditions remain the same.

FISCAL IMPACT

There is no fiscal impact associated with Amendment 2.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of Amendment 2 to the WAPA NITS service agreement meets the above criteria and is not subject to CEQA. No additional environment review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Brian Schinstock, Electric Resource Planner

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-394

14-SNR-01857 Amendment 2

RESOLUTION NO. 24-394

APPROVING AMENDMENT 2 TO WESTERN AREA POWER ADMINISTRATION
CONTRACT 14-SNR-01857, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Western Area Power Administration (WAPA) is a federal agency that owns and operates hundred of miles of transmission facilities in Northern California; and

WHEREAS, Roseville's electric distribution system is connected to the WAPA transmission system, and Roseville contracts with WAPA through the Network Integration Transmission Service (NITS) agreement for high voltage transmission service in order to import and export capacity and energy over WAPA's system at Roseville's two receiving substations; and

WHEREAS, the NITS agreement lists Roseville's network behind the meter generating resources, and Amendment 2 reflects the increased capacity at the Roseville Energy Park (REP) to accommodate the newly acquired RPEAK units; and

WHEREAS, Amendment 2 to the Service Agreement for Network Integration Transmission Service, has been reviewed by City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment 2 to the Service Agreement for Network Integration Transmission Service for Contract 14-SNR-01857 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**Amendment 2 to the
Service Agreement for Network Integration
Transmission Service
(Specifications for Network Integration Transmission Service)**

- 1.0 Western Area Power Administration (Transmission Provider or WAPA) and City of Roseville (Transmission Customer) are parties to Service Agreement 14-SNR-01857 (Service Agreement). Under the Service Agreement, the Transmission Provider will provide Network Integration Transmission Service over the Transmission Provider's Transmission System to deliver capacity and energy from the Transmission Customer's designated Network Resources to the Transmission Customer's designated Network Load. The Transmission Provider will also provide non-firm transmission service from non-designated Network Resources under the terms of this Service Agreement.
- 2.0 The Transmission Customer will take ownership of two TM2500 natural gas generator units at the Roseville Energy Park (REP) effective November 2024, to serve load and run when needed. The estimated capacity for the units is 30 megawatts (MW) each.
- 3.0 Therefore, under this Amendment 2 (Amendment) to the Service Agreement, the Parties agree to update the Transmission Customer's Estimated Generation (MW) for REP in Section 4.0 under the Specifications for Network Integration Transmission Service with the following:

4.0 Behind the Meter Generation:

Designated Behind the Meter Generation	Estimated Generation (MW)	Point of Delivery	Meter Number	Voltage (kV)
Roseville Power Plant #2	50	Roseville	59-100-72 59-100-73	230
Roseville Energy Park	230	Fiddymont	59-105-97 59-105-99 59-106-01 59-106-03	230

- 4.0 Execution by Counterparts: This Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Amendment may be detached by any counterpart of this Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment identical in form hereto, by having attached to it one or more signature pages.
- 5.0 Electronic Signatures: The Parties agree that this Amendment may be executed by handwritten signature or digitally signed using DocuSign or Adobe Sign. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Service Agreement 14-SNR-01857 to be executed by their respective authorized officials.

CITY OF ROSEVILLE

Attest

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____
Date: _____

WESTERN AREA POWER ADMINISTRATION

By: _____
Name: Bryan W. Griess
Title: Vice President and Manager
of Operations for Sierra Nevada Region
Address: 114 Parkshore Drive
Folsom, CA 95630
Date: _____



COUNCIL COMMUNICATION

CC #: 3636
File #: 0704-01

Title: Crimson Ridge Park Upgrade Project - Notice of Completion
Contact: Kelly Appier 916-774-5927 ksappier@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Crimson Ridge Park Upgrade Project as complete and adopt a resolution authorizing the Parks, Recreation & Libraries Director to execute the attached Notice of Completion.

BACKGROUND

The Crimson Ridge Park Improvement Project is a 2.3-acre neighborhood park located at Crimson Ridge Way and Campus Parkway in the Campus Oaks Area. Park upgrades include a second picnic area with tables, a shade structure over the current picnic area, more pathways including a park bench, new turf areas, new planting areas and expansion of the irrigation system to support the added turf areas.

FISCAL IMPACT

Funding of \$450,000 was allocated from the FY2022-23 General Fund year-end budget surplus. Maintenance costs are provided through the HP Campus Oaks Community Facilities District No. 2 (Public Services).

ENVIRONMENTAL REVIEW

Development of the Campus Oaks Parcel 62 park site (CO-62) was previously evaluated in the 4th Addendum to the Hewlett Packard Master Plan EIR (SCH No.95112022 and amended by City Council on May 20, 2020, Resolution No. 20-168), and identified in the associated Third Amended Hewlett-Packard Campus Oaks Master Plan. Construction of the CO-62 park is found to be within the scope of the project covered by the 4th Addendum to the Hewlett Packard Master Plan EIR. As discussed in the Master Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Third Amended Hewlett-Packard

Campus Oaks Master Plan, no new effects would be expected to occur and all applicable mitigation measures from the Hewlett Packard Master Plan EIR will be implemented during the design and construction of the CO-62 park site. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B – Support community engagement and advocacy

Goal C – Maintain a safe and healthy community

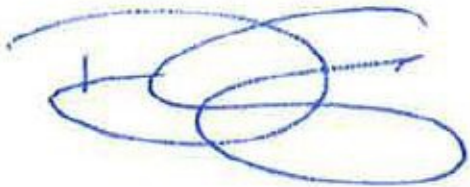
Goal E – Deliver exceptional city services

Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kelly Appier, Park Development Project Manager

Jill Geller, Parks, Recreation, and Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Resolution 24-386

Notice of Completion

Exhibit A

Vicinity Map for Crimson Ridge Park

Park Site

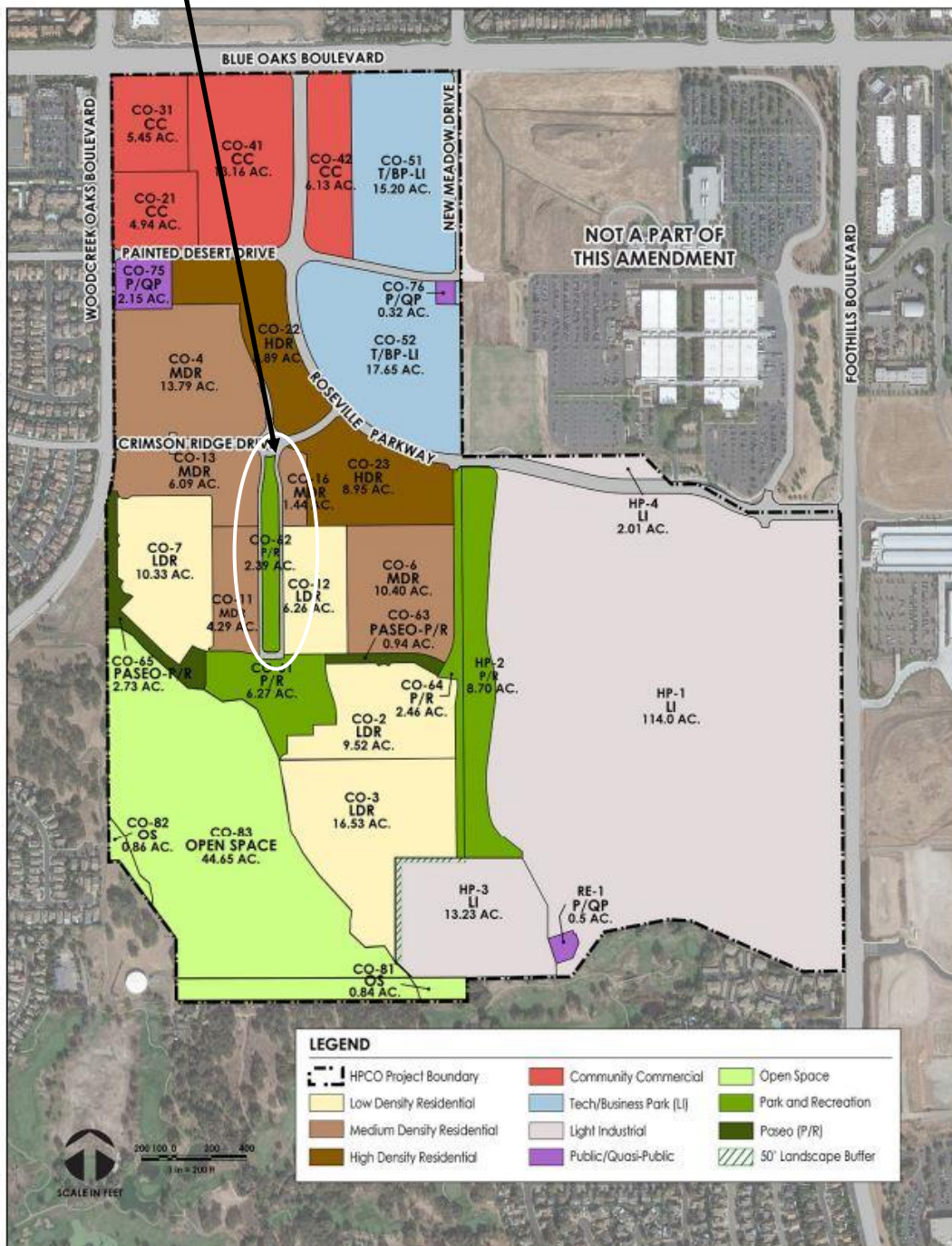


FIGURE 3-1: HPCO Project Area Land Use Diagram

RESOLUTION NO. 24-386

ACCEPTING THE PUBLIC WORK KNOWN AS CRIMSON RIDGE PARK UPGRADE PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as Crimson Ridge Park Upgrade Project, has been approved and the public work accepted.
2. The Parks, Recreation and Libraries Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

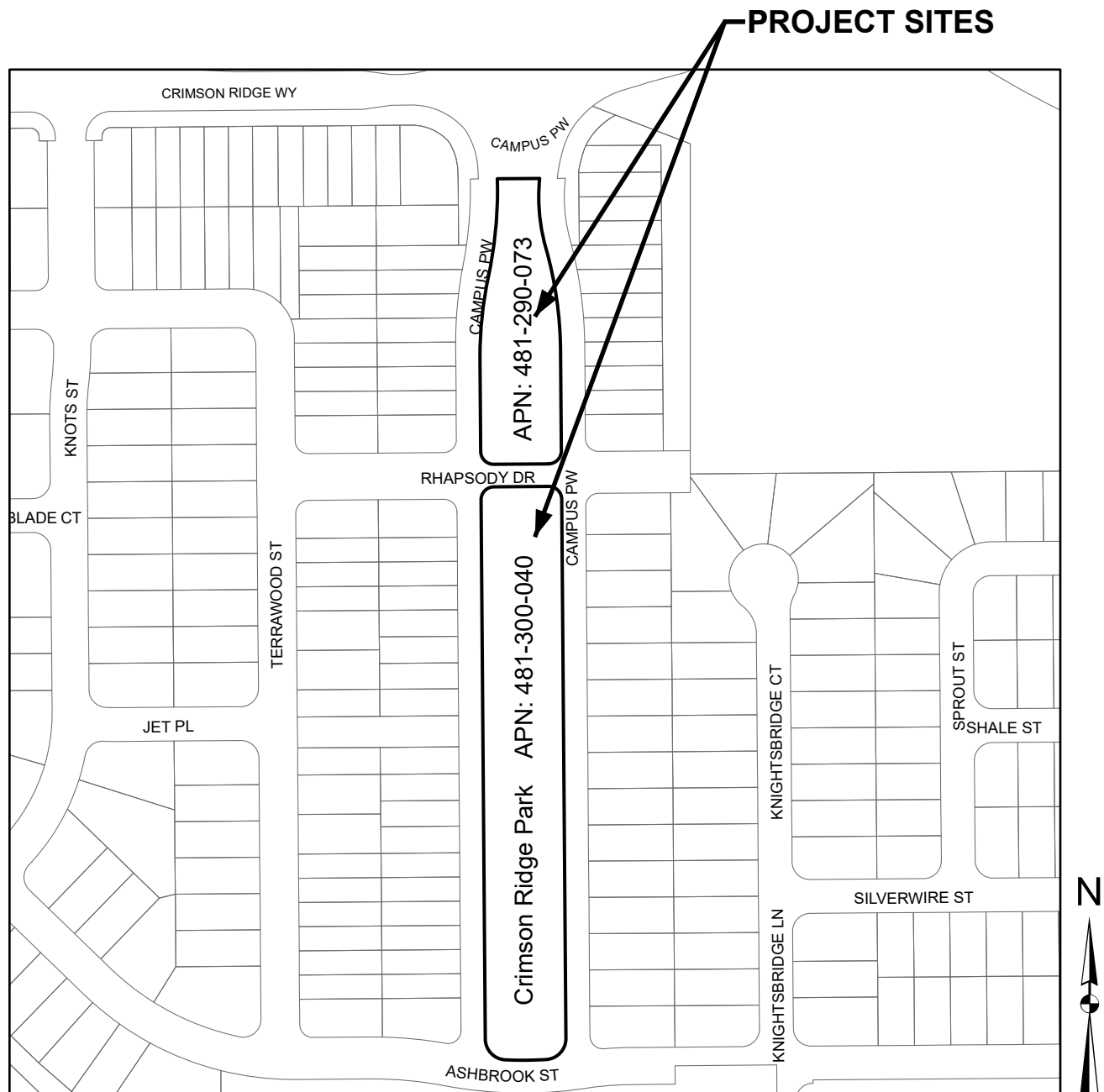
Signature of Notary Public



Exhibit A

Crimson Ridge Park 8711 Crimson Ridge Way, Roseville, CA 95747

The project scope of work includes new sod and planting areas, new irrigation system, additional concrete walkway, DG picnic area with tables, additional park bench, and a shade structure.





COUNCIL COMMUNICATION

CC #: 3632
File #: 0800-03

Title: 2023 Power Source Disclosure Reports and 2023 Power Content Labels
Contact: Matthew Helgeson 916-774-5654 mjhelgeson@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the 2023 Power Source Disclosure Reports and 2023 Power Content Labels.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable, and simple to understand manner. The SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report. The data contained in the PSD Reports are subsequently used to prepare the annual Power Content Labels (PCLs), which are mailed to the electric utility's customers and posted on Roseville Electric's website.

The regulations require a publicly owned electric utility's governing board to attest to the veracity of the annual PSD Report and PCLs. This action approves the 2023 PSD Report and PCL reports, serving as the attestation to the veracity of these submissions. This attestation is required the later of October 1 of each year, or in a reasonable time following the California Energy Commission providing updated reporting requirements.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2023 Power Source Disclosure Reports and 2023 Power Content Labels.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The 2023 PSD Reports and PCLs meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community.

Respectfully Submitted,

Matthew Helgeson, Assistant Electric Analyst

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-385

2023 PSD Annual Report - Roseville Electric

2023 PSD Annual Report - Roseville Community Solar

2023 Power Content Label - Roseville

RESOLUTION NO. 24-385

APPROVING THE 2023 ANNUAL POWER SOURCE DISCLOSURE REPORTS AND THE
2023 POWER CONTENT LABELS, AND ATTESTING TO THE VERACITY
OF THE ANNUAL REPORTS

WHEREAS, Senate Bill 1305 (SB 1305), adopted in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner; and

WHEREAS, the SB 1305 report is referred to as the Power Source Disclosure (PSD) Report and the data contained in the PSD reports are used to prepare the annual Power Content Labels (PCLs); and

WHEREAS, the regulation requires publicly owned electric utilities, like Roseville, to have City Council attest to the veracity of the PSD Report and PCLs; and

WHEREAS, Roseville Electric Utility staff has prepared the 2023 Annual Power Source Disclosure Reports in accordance with the Power Content Label Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2023 Annual Power Source Disclosure Reports and 2023 Power Content Labels are hereby approved.

BE IT FURTHER RESOLVED that this resolution hereby provides attestation of the veracity of the annual reports submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

2023 POWER CONTENT LABEL						
City of Roseville						
roseville.ca.us/pcl						
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)			Energy Resources	Roseville	Roseville Community Solar	2023 CA Power Mix
Roseville	Roseville Community Solar	2023 CA Utility Average	Eligible Renewable¹	29.0%	100.0%	36.9%
			Biomass & Biowaste	0.0%	0.0%	2.1%
			Geothermal	3.0%	0.0%	4.8%
			Eligible Hydroelectric	1.8%	0.0%	1.8%
			Solar	0.1%	0.0%	17.0%
			Wind	24.1%	0.0%	11.2%
			Coal	0.0%	0.0%	1.8%
			Large Hydroelectric	33.1%	0.0%	11.7%
			Natural Gas	29.7%	0.0%	36.6%
			Nuclear	1.2%	0.0%	9.3%
			Other	0.1%	0.0%	0.1%
			Unspecified Power²	7.0%	0.0%	3.7%
			TOTAL	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs³:				9%	0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.						
For specific information about this electricity portfolio, contact:			City of Roseville-Roseville Electric Utility (916) 79-POWER			
For general information about the Power Content Label, visit:			https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program			



COUNCIL COMMUNICATION

CC #: 3637
File #: 0900-02

Title: Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation Project - Notice of Completion
Contact: William Montz 916-774-5545 wlmontz@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Pleasant Grove Pump Station Variable Frequency Drive (VFD) Upgrade and Valve Automation Project as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

The Project was created to provide the City with improved operational flexibility, efficiency, and the capacity to manage and respond to emergency and/or drought conditions. The addition of variable frequency drives to the pump station provides operators more flexibility to adjust pressures in the water distribution system, which results in more optimal use and stability to the existing infrastructure. In addition to the VFD upgrades, the valve automation now allows City staff to operate the pump station remotely, leading to faster response times in an emergency and improved use of staff resources.

After a competitive bid process, City Council awarded a Construction Agreement to BWD Construction, Inc. dba BWD General Engineering Contractors on September 20, 2023.

The City's Environmental Utilities Department completed final inspection of the project and found the work to be completed in accordance with the improvement plans and specifications, punch list items are complete, and is ready for acceptance.

FISCAL IMPACT

The Project was funded from the Water Rehabilitation Fund. The construction contract was awarded to BWD Construction Inc. in the amount of \$543,600. City Council also approved an allowance to pay contract change orders of up to 10% of the value of the contract (\$54,360) for a total approved amount of \$597,960. There were two (2) negotiated change orders during construction in the amount of \$29,734. Final contract value with BWD Construction Inc. is \$573,334.

ENVIRONMENTAL REVIEW

The project involved the maintenance and minor alterations of existing public structures, facilities, and mechanical equipment, and replacement of existing utility systems and/or facilities involving negligible or no expansion of capacity. The activity was categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines §15301) and a Class 2 Exemption (State CEQA Guidelines §15302), and a Notice of Exemption was prepared in April 2023. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F – Invest in well-planned infrastructure and growth.

Respectfully Submitted,

William Montz, Assistant Engineer

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-387

Notice of Completion

Exhibit Map

RESOLUTION NO. 24-387

ACCEPTING THE PUBLIC WORK KNOWN AS THE PLEASANT GROVE PUMP STATION VARIABLE FREQUENCY DRIVE UPGRADE AND VALVE AUTOMATION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

BE IT RESOLVED by the City Council of the City of Roseville as follows:

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation Project, has been approved and the public work accepted.
2. The Environmental Utilities Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

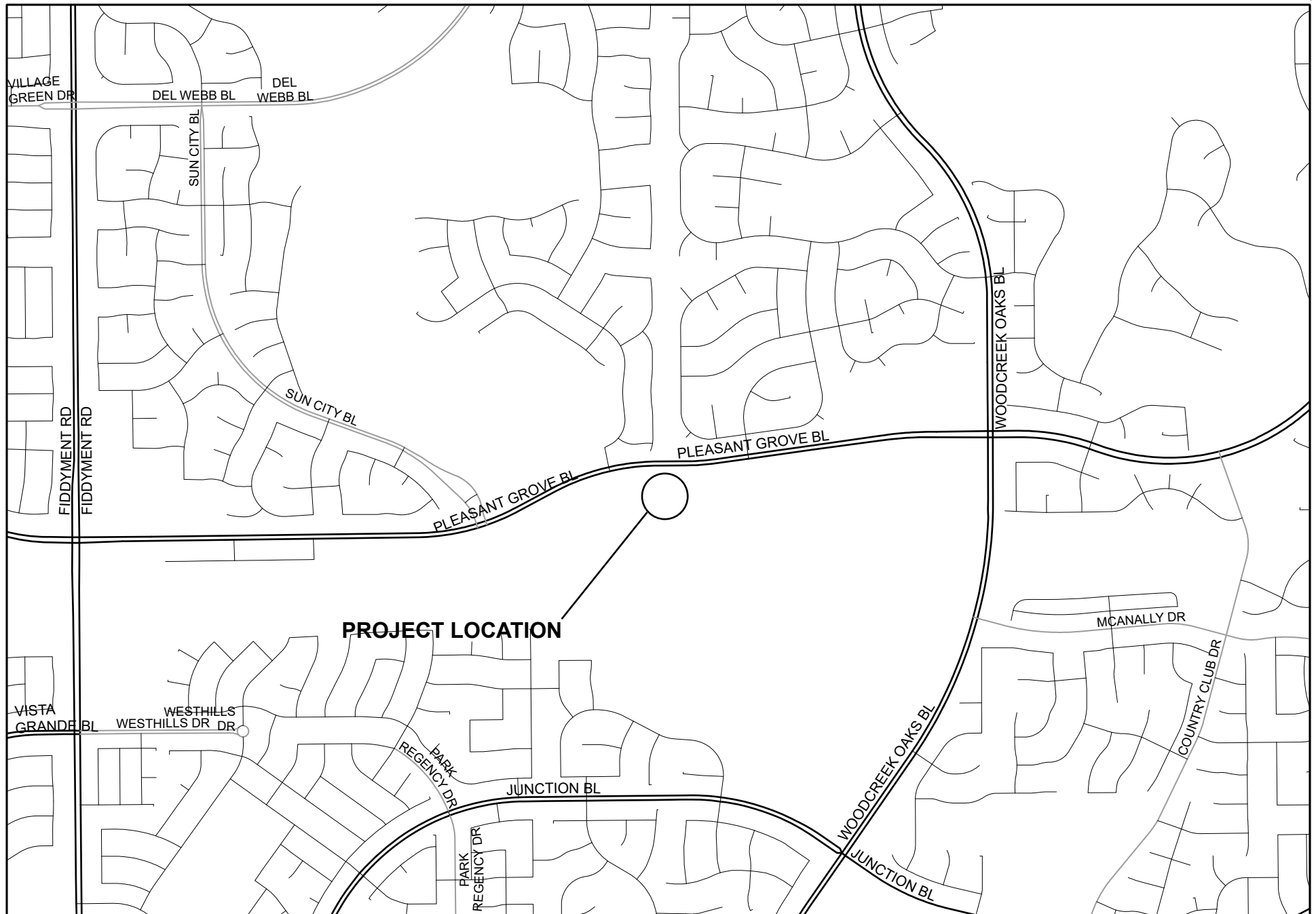
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A: Pleasant Grove Pump Station VFD Upgrade and Valve Automation Project
1589 Pleasant Grove Blvd

VICINITY MAP





COUNCIL COMMUNICATION

CC #: 3651

File #: 0400-04-03-1

Title: Northwest Roseville Specific Plan Parcel 27 - Workout and Settlement Agreement Amendment

Contact: Mike Isom 916-774-5256 misom@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt a resolution to approve an amendment to the "Workout Agreement" with CC Drive, L.L.C. ("Landowner") and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The 15+ acre real property that is the subject of the Workout Agreement is NWRSP Parcel No. 27. The parcel is located on McAnally Drive between Woodcreek Oaks Boulevard and Country Club Drive. The development potential of the property is substantially constrained by overhead high-tension electric lines and by the existence of wetlands created by Kaseberg Creek. Despite these development constraints, the entire 15+ acres of Parcel 27 was assessed special taxes (of approximately \$98,500 per year) when CFD No. 1 was formed.

In the mid-1990's the City foreclosed on the property because of the defaults which by then (with the addition of penalties and interest) totaled nearly \$535,000. The foreclosure resulted in a court judgment ordering the property to a tax sale. Landowner acquired the property with the intent of curing the 16-year special tax/assessment default by way of a Workout Agreement with the City.

The agreement split Parcel 27 into two pieces -- an undevelopable 12.6+ acre public use piece (Parcel 27B) and a developable 2.4+ acre private use piece (Parcel 27A). Under the terms of the Workout Agreement, the undevelopable 12.6 acre "B" piece will become a public open space preserve.

In addition, the Workout Agreement reallocated NWR CFD #1 assessment payments so that Parcel 27B would no longer be subject to special taxes/assessments (because it will be publicly owned) and Parcel 27A would be taxed/assessed based on the resulting net acreage of approximately 2.4 acres. The public benefits accruing to the City from full implementation of the Workout Agreement, as amended, would include:

- Restores the developable portion of the property (Parcel 27A) to the tax rolls and enables it

to be put to productive use;

- Cures one of the District's longest standing and most significant special-tax/assessment defaults;
- Generates roughly \$370,000 in special tax/assessment payments to the City;
- Creates a permanent 12+ acre park preserve (Parcel 27B) which will fill in a missing link in the open space/bike trail corridor that extends almost without interruption across the entire NWRSP;
- Creates a maintenance fund to finance the perpetual maintenance of the park preserve;
- Corrects a flawed assumption with respect to the property's development potential and underlying valuation, resulting in a more equitable allocation of special tax/assessment load that is better aligned with sound apportionment principles; and
- Allows the planning objectives of the NWRSP to be carried out as intended by removing an unreasonable special tax/assessment burden that had stood as an impediment to efforts to put the developable portion of the property to productive use.

Since acquiring the property, the Landowner has invested significant time, effort and resources in the design and implementation of the Workout Agreement program. To date, the Landowner's efforts have resulted in:

- Adoption of the Workout Agreement;
- Payment of the first installment of back taxes/assessments in the amount of \$50,500 (which was used to construct the bike trail across the park preserve acreage);
- Consultation with the adjacent neighborhoods to find a use for the developable portion of the property that would fit within and be compatible with the residential character of the surrounding development;
- Approval of a design review permit for a senior assisted living facility that is consistent with the property's commercial zoning and acceptable to the surrounding community; and
- A contractual agreement to sell the private use portion of the property to a respected developer/owner/operator of senior assisted living facilities – Sunrise Senior Living

The sale of the property to Sunrise was (a) to close upon issuance of a building permit to commence construction of the facility in accordance with the design review permit, and (b) to fully fund the payment of all back taxes/assessments owed pursuant to the Workout Agreement "due on sale" provision.

When the previous economic recession that began in earnest in 2008 resulted in a decision by Sunrise to terminate the purchase contract prior to closing, Landowner undertook a concerted effort to find another high-quality assisted living provider to purchase the property. To date, these efforts have proven unsuccessful, in part because, in the years following the 2008 recession, assisted living providers have become much less willing to assume the risk of developing the facilities they operate. For this reason, the Landowner also explored the possibility of partnering with a developer/investor to build an assisted living facility on the Parcel 27 site which would then be sold or leased to an experienced assisted living provider.

In addition, the COVID-19 pandemic proved to be a force majeure event that not only had a tragic effect on health and cost millions of lives but also had a particularly devastating impact on senior assisted living facilities as well as a severe adverse impact on the US economy. These changes in circumstance and adverse economic impacts have made Landowner's more recent efforts to implement the workout and settlement program even more challenging and have led Landowner to conclude:

- That a commercial land use involving the development of a senior assisted living facility on the Parcel 27A property, although singularly well suited to the residential character of the surrounding neighborhoods, is not a viable option given the site constraints and economic factors impacting choice of use; and
- That consideration should be given to an alternative use of the Parcel 27A property for residential development that (a) will be better able to accommodate the site constraints and (b) will more closely conform to the domestic character of the surrounding neighborhoods.

To this end, Landowner is readying for submission a tentative subdivision map application to subdivide Parcel 27A into roughly 14 single-family home lots.

To assist in the design of the tentative map lotting program and to inform the City's review and processing of Landowner's Subdivision Map Application, Landowner has engaged an environmental consulting firm to undertake a site investigation and aquatic resources analysis for the purpose of (a) updating the boundaries of the wetland features as shown on the aquatic resources delineation that was previously prepared for the site and (b) determining if the identified aquatic resources are jurisdictional wetlands or include special status species that would trigger state or federal permitting requirements.

The environmental consulting firm commenced the field work involved in this investigation in May of 2024 and expects to complete its analysis before the end of the year. Landowner will use the information generated by this investigation and analysis to further refine the Parcel 27A tentative map proposal and to inform the entitlement process following formal submittal of the Subdivision Map Application early next year.

In recognition both of the extenuating economic circumstances that have frustrated Landowner's diligent efforts to implement the Workout Agreement program and of the public benefits accruing from full implementation of the Workout Agreement, the City has previously approved amendments to the Workout Agreement extending the due date for the lump sum payment of back special taxes/assessments to December 10, 2024. In the period since the payment due date was last extended, the residual impacts of the COVID-19 pandemic and the persistence of problematic economic conditions in combination with development constraints posed by the size and features of the Parcel 27A site have continued to frustrate Landowner's repeated attempts to find an assisted living provider willing to take on the challenges of developing the property.

As noted above, rather than continue to pursue an aspirational commercial land use that has proved illusory, Landowner has decided to seek entitlements to rezone Parcel 27A for a low density single-family residential land use and is in the process of (a) finalizing a proposal to subdivide Parcel 27A into roughly 14 single-family home lots and (b) completing the baseline environmental analysis required to proceed with submission of a Subdivision Map Application.

THE EIGHTH AMENDMENT TO THE WORKOUT AGREEMENT

To accommodate the additional time that will be required to re-entitle Parcel 27A for single-family residential use and to enable the significant commitment of resources required by the entitlement process, Landowner has proposed this Eighth Amendment to the Workout and Settlement Agreement for the sole purpose of extending the date by which the lump sum payment of back taxes/assessments owed must be made from December 10, 2024 to December 10, 2026.

Staff recommends the Eighth Amendment be given favorable consideration in light of the following factors:

- Landowner's long-term commitment to curing the tax defaulted status of the 15-acre Parcel 27 Property through crafting and implementation of a Workout Agreement with the City that creates (a) a 12.6-acre parcel dedicated to public ownership and use as an open space preserve and (b) a 2.4-acre parcel that is retained for private ownership and use;
- Landowner's investment to date of significant time and resources in a good faith, diligent effort (a) to identify the highest and best feasible land use for the developable portion of the Parcel 27 site, (b) to secure the entitlements required to develop the identified use, and (c) to convey the Parcel 27A property to a qualified owner for development and use as entitled;
- The site constraints, changes in economic circumstances and market conditions, and force majeure events that have made full implementation of the Workout Agreement a particularly challenging proposition;
- Landowner's decision, given the apparent infeasibility of developing an assisted living facility on the Parcel 27A property, to pursue a low density single-family residential land use that is in keeping with the domestic character of the surrounding neighborhoods rather than an alternative commercial land use that is likely to generate community opposition;
- The public benefits accruing to the City from full implementation of the Workout Agreement as further described above;
- The reasonable expectation that Landowner will be able to return the Property to productive use and complete full implementation of the Workout Agreement within the December 10, 2026 timeframe contemplated by the Eighth Amendment; and
- The fact that the additional time requested by Landowner to pay the special taxes/assessments owed will not negatively impact the City's fiscal position or adversely affect the public benefits otherwise afforded by the Workout Agreement.

FISCAL IMPACT

The amended Workout and Settlement Agreement will delay payment of CFD taxes for Parcel 27A but will not negatively impact payment of NWR CFD bond payments, nor will it increase special taxes for other properties within the NWR CFD. This agenda item has no General Fund impact.

ENVIRONMENTAL REVIEW

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

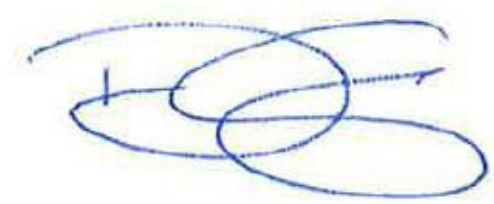
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Joseph Speaker, Assistant City Attorney

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-397

Eighth Amendment Agreement

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 24-397

RESOLUTION AUTHORIZING THE EIGHTH AMENDMENT TO
THE WORKOUT AND SETTLEMENT AGREEMENT
REGARDING DELINQUENT SPECIAL TAXES AND
SPECIAL ASSESSMENTS LEVIED UPON
NWRSP PARCEL 27

WHEREAS, certain real property commonly referred to as Northwest Roseville Specific Plan (“NWRSP”) Parcel 27 (the “Property”) lies within the established geographical boundaries of the City’s Foothills Boulevard Assessment District (the “Foothills AD”), the Foothills Boulevard Extension Assessment District (the “Foothills Extension AD”), and the Northwest Roseville Community Facilities District No. 1 (the “CFD No. 1”) (hereinafter, collectively the “Districts”); and

WHEREAS, the Foothills AD and Foothills Extension AD debt and special assessments and the CFD No. 1 debt and special taxes were originally apportioned to Parcel 27 based on the assumption that Parcel 27’s 15.09 acres were all developable. This assumption has proven to be incorrect in that a 12.63-acre portion of Parcel 27 is encumbered by a power line corridor and wetland resources associated with the Kaseberg Creek watershed, leaving only an approximately 2.46-acre portion of Parcel 27 that can be developed; and

WHEREAS, as a result of this flawed assumption with respect to the developability of NWRSP Parcel 27, the previous owners stopped paying the secured property taxes (including special taxes and assessments totaling approximately \$98,500 per year) in 1991; and

WHEREAS, in 1997 the City foreclosed on the Property because of the defaults and a court judgment was issued ordering the Property to a tax sale; and

WHEREAS, the current Landowner acquired the property with the intent of resolving the special tax and assessment delinquencies through a workout and settlement agreement with the City, implementation of which would correct the flawed assumption with respect to the developability of Parcel 27 by:

- (i) dividing Parcel 27 into two parcels – an undevelopable 12.63-acre public use parcel (Parcel 27B) and a developable 2.46-acre private use parcel (Parcel 27A);
- (ii) dedicating to the City a fee interest in the 12.63-acre undevelopable portion of Parcel 27 for public use as an open space park preserve, with Landowner retaining a fee interest in the 2.46-acre developable portion of the Property;
- (iii) reapportioning the Parcel 27 CFD No. 1 special taxes pro rata based on acreage between the 12.63-acre portion of the Property being dedicated to the City for public use and the 2.46-acre portion of the Property being retained by Landowner for private use;
- (iv) exempting the new 12.63-acre public use open space park preserve from payment of that portion of the CFD No. 1 special tax allocated to it;

(v) making provision for payment by Landowner of the back special taxes/assessments apportioned to the 2.46-acre developable private use portion of the Property; and

WHEREAS, on March 28, 2007 the City Council of the City of Roseville adopted Resolution No. 07-146 approving the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied upon NWRSP Parcel 27 (the “Agreement” or “Workout and Settlement Agreement”) which, when fully implemented, not only will resolve the outstanding delinquencies of taxes, special taxes and assessments levied upon Parcel 27 but also will have significant additional public benefits which will include the following:

- (i) enables the 2.46-acre developable portion of the Property (Parcel 27A) to be put to productive use;
- (ii) restores the developable portion of the Property to the tax rolls;
- (iii) cures one of the Districts’ longest standing and most significant special-tax/assessment defaults;
- (iv) generates approximately \$370,000 in special tax/assessment payments to City;
- (v) creates a permanent 12+ acre park preserve (Parcel 27B);
- (vi) creates a maintenance fund to finance the perpetual maintenance of the park preserve;
- (vii) corrects a flawed assumption with respect to the property’s development potential and underlying valuation, resulting in a more equitable allocation of special tax/assessment load that is better aligned with sound apportionment principles; and
- (viii) allows the planning objectives of the NWRSP to be carried out as intended by removing an unreasonable special tax/assessment burden that stood as an impediment to efforts to put the developable portion of the Property to productive use; and

WHEREAS, the original Agreement included an installment payment plan for bringing the back special taxes/assessments apportioned to the developable portion of Parcel 27 current through payment of five equal installments of \$50,500; and

WHEREAS, since acquiring the Property, Landowner has invested extraordinary time, effort and resources in the design and implementation of the workout and settlement program. To date, this program has resulted in:

- (i) adoption of the Workout and Settlement Agreement;

(ii) payment of the first installment of back special taxes/assessments due in the amount of \$50,500;

(iii) dedication and acceptance of the bike trail easement along the northern boundary of the Property;

(iv) construction of the bike trail;

(vi) consultation with the surrounding community regarding an acceptable land use for the developable portion of the Property that would be consistent with the “Commercial” land use designation for which provision is made in the NWRSP and zoning and that would, at the same time, be compatible with and complement the residential character of the neighboring land uses;

(vii) collaboration with a respected and highly qualified assisted living provider: (a) to design a senior assisted living facility that would address the challenges and capture the opportunities presented by the Parcel 27A site; (b) to secure City approval of a Design Review Permit for the project; (c) to purchase the Parcel 27A site; and (d) to build, own, and operate the approved project; and

WHEREAS, when, in the wake of the 2008 recession that followed the collapse of the housing and credit markets, the assisted living provider that was working with Landowner walked away from the project, Landowner undertook a concerted effort to find a new developer with the qualifications and resources to pursue the “assisted living” land use strategy that had been approved by the City; and

WHEREAS, to date, however, Landowner’s ongoing efforts to promote use of the Parcel 27A property for an assisted living facility have been frustrated by a combination of factors including, in particular:

(i) site constraints imposed by the size, configuration, and other limiting features of the Property’s developable area; and

(ii) economic constraints imposed by the residual impacts of the COVID-19 pandemic on the senior assisted living sector and on the way in which new assisted living facilities are designed, built, owned, and operated; and

WHEREAS, these challenges have raised questions regarding the feasibility of developing an assisted living facility on Parcel 27A and have led Landowner to consider an alternative non-commercial land use for the property that is more in line with the residential character of the surrounding neighborhoods; and

WHEREAS, to this end, Landowner is readying an application to change the Specific Plan land use designation from “Commercial” to “Low-Density Residential,” to rezone Parcel 27A for a low-density residential land use, and to subdivide the property into single-family home lots (the “Subdivision Map Application”); and

WHEREAS, to assist in the design of the tentative map lotting program and to inform the City’s review and processing of the Subdivision Map Application, Landowner has engaged an environmental consulting firm to undertake a site investigation and aquatic resources analysis for the purpose of:

(i) updating the boundaries of the wetland features as shown on the aquatic resources delineation that was previously prepared for the site; and

(ii) determining if the identified aquatic resources are jurisdictional wetlands or include special status species that would trigger State or Federal permitting requirements.

The environmental consulting firm commenced the fieldwork involved in this investigation in May and expects to complete its analysis before the end of the year; and

WHEREAS, Landowner intends to use the information generated by the environmental investigation and analysis to further refine the Parcel 27A tentative map proposal and to inform the entitlement process following formal submittal of the Subdivision Map Application early next year; and

WHEREAS, review of Landowner's Subdivision Map Application will likely require a processing timeframe of between 8 and 16 months, depending upon whether the approval process involves regulatory oversight and permitting by State or Federal agencies; and

WHEREAS, in recognition both of the site constraints that make development of the 2.46-acre Parcel 27A a particularly challenging proposition and of the extenuating economic circumstances that have frustrated Landowner's diligent efforts to promote development of a senior assisted living facility on the Parcel 27A property, the City Council has previously approved the First through the Seventh Amendments to the Workout and Settlement Agreement, allowing Landowner to pay off the back special taxes/assessments owed in a single lump sum payment (the "Lump Sum Payment") and cumulatively extending the date by which the Lump Sum Payment becomes due and payable to December 10, 2024 (or upon sale of the Property, whichever occurs first; and.

WHEREAS, given the additional commitment of time and resources required in order to process the Subdivision Map Application, Landowner has requested a further amendment to the Agreement (the "Eighth Amendment to the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied upon NWRSP Parcel 27" or the "Eighth Amendment") that would allow the outstanding Parcel 27 special taxes/assessments to be paid by Landowner in a single lump sum payment due and payable on or before December 10, 2026 or upon sale of the Property, whichever occurs first; and

WHEREAS, City desires to enter into this Eighth Amendment in order to provide Landowner with additional time in which to pay the Parcel 27 special taxes/assessments owed in a single Lump Sum Payment in recognition of the following factors:

(i) the time, effort and resources previously invested by Landowner in implementation of the Workout and Settlement Agreement;

(ii) the public benefits to the City that have already accrued and will continue to accrue as a result of implementation of the Workout and Settlement Agreement, as further described above;

(iii) the extraordinary challenges involved in implementing the terms and conditions of the Workout and Settlement Agreement given the site constraints and residual impacts of the COVID-19 pandemic;

(iv) the reasonable expectation that Landowner will be able to return the Property to productive use and complete full implementation of the Workout and Settlement Agreement within the December 10, 2026 timeframe contemplated by the Eighth Amendment; and

(v) the fact that the additional time requested by Landowner to pay the special taxes/assessments owed will not negatively impact the City's fiscal position or adversely affect the public benefits otherwise afforded by the Workout and Settlement Agreement, as referenced above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AS FOLLOWS:

Section 1. Findings. The City Council of the City hereby specifically finds and determines it is desirable and furthers the public purpose of the City to amend the Workout and Settlement Agreement previously adopted for the purpose of resolving outstanding delinquencies of taxes, special taxes, and special assessments of Parcel 27 and that this Eighth Amendment will have the following public benefits:

(i) will allow Landowner to complete implementation of the Agreement which, in turn, will result in the realization by the City of public benefits enumerated in Resolution No. 07-146 as previously approved by Council on March 28, 2007 and as set forth above in the recitals; and

(ii) will address changed circumstances which were not reasonably foreseeable at the time the Agreement was entered into by Landowner and the City and which, if left unaddressed, not only threaten to thwart implementation of the Agreement by Landowner thereby denying City the full measure of public benefits referenced above, but also will frustrate an extraordinary investment of time and resources by Landowner in a good faith diligent effort to return the Property to productive use, an effort the City has a vested interest in encouraging.

Section 2. Form of Agreement. The Eighth Amendment proposed to be executed and entered into by and between the City and the Landowner, in substantially the form presented at this meeting and on file with the City Clerk of the City, is hereby approved, and the City Manager or the Chief Financial Officer of the City are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Landowner the Eighth Amendment in substantially said form, with such changes therein as the officer executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Other Actions. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or desirable in order to consummate the transactions authorized hereby and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution and the Eighth Amendment; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

PASSED AND ADOPTED by the City Council of the City of Roseville this ____ day of _____, 2024, by the following vote on roll call:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Mayor

ATTEST:

City Clerk

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383

EIGHTH AMENDMENT TO WORKOUT AND SETTLEMENT AGREEMENT

**EIGHTH AMENDMENT TO WORKOUT AND SETTLEMENT AGREEMENT
REGARDING DELINQUENT SPECIAL TAXES AND SPECIAL ASSESSMENTS
LEVIED UPON NWRSP PARCEL 27**

This Eighth Amendment to the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied Upon NWRSP Parcel 27 (the "Eighth Amendment" or "Amendment") is entered into on the date set forth below by and between the City of Roseville, a municipal corporation (the "City") and CC Drive, L.L.C., a California limited liability company (the "Landowner") (collectively, the "Parties").

RECITALS

A. The real property (the "Property" or "Parcel 27") that is the subject of both the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied Upon NWRSP Parcel 27 (the "Workout and Settlement Agreement"; also referenced herein as the "Workout Agreement" or simply as the "Agreement") and this Eighth Amendment is described in Exhibit "A," attached hereto and incorporated herein by reference, and is commonly referred to as Northwest Roseville Specific Plan ("NWRSP") Parcel 27.

B. Landowner is the owner of the Property.

C. The Property is located within the established geographical boundaries of the City's Foothills Boulevard Assessment District (the "Foothills AD"), the Foothills Boulevard Extension Assessment District (the "Foothills Extension AD") and the Northwest Roseville Community Facilities District No. 1 (the "CFD No. 1") (collectively, the "Districts").

D. The CFD No. 1 debt and special taxes as well as the Foothills AD and Foothills Extension AD debt and special assessments were originally apportioned to Parcel 27 based on the assumption that the Property's 15.09 acres were all developable. This assumption was incorrect. A 12.63-acre portion of the Property consists principally of the Kaseberg Creek Watershed Corridor and related wetland features. At the time the Districts were formed, neither the extent of these natural resource values nor the extent to which these values would constrain development was fully understood or taken into account. This flawed assumption with respect to the developability of Parcel 27 led to an allocation of bond debt and special tax/assessment load that the value of the 2.46-acre portion of the Property that is developable could neither justify nor reasonably be expected to carry.

E. As a result, the previous owners of the Property stopped paying the secured property taxes (including the special taxes and assessments totaling approximately \$98,500 per year) in 1991.

F. In 1997 the City foreclosed on the Property because of the defaults which by then (with the addition of penalties and interest) totaled nearly \$535,000. The foreclosure resulted in a court judgment ordering the property to a tax sale.

G. Landowner acquired the Property with the intent of curing the 16-year special tax/assessment default by way of a workout and settlement agreement with the City.

H. On March 28, 2007, the Roseville City Council adopted Resolution No. 07-146 approving the Workout and Settlement Agreement which, when fully implemented, will resolve the outstanding delinquencies with respect to the special taxes and assessments levied upon Parcel 27. Since that time, the Workout and Settlement Agreement has been amended a total of seven times over the years to extend and facilitate the obligations secured thereunder.

I. Implementation of the Workout Agreement will also correct the flawed assumption with respect to the developability of Parcel 27 by:

- (i) dividing Parcel 27 into two parcels -- an undevelopable 12.63-acre public use parcel (Parcel 27B) and a developable 2.46-acre private use parcel (Parcel 27A).

- (ii) dedicating to the City a fee interest in the 12.63-acre undevelopable portion of Parcel 27 for public use as an open space park preserve, with Landowner retaining a fee interest in the 2.46-acre developable portion of Parcel 27 for private use;

- (iii) reapportioning the Parcel 27 CFD No. 1 special taxes pro rata based on acreage between the 12.63-acre portion of the Property being transferred to the City for public use and the 2.46-acre portion of the Property being retained by Landowner for private use;

- (iv) exempting the new 12.63-acre public use open space park preserve from payment of that portion of the CFD No. 1 special tax allocated to it; and

- (v) making provision for payment by Landowner of the back special taxes/assessments apportioned to the developable private use portion of the Property (Parcel 27A).

J. The public benefits accruing to the City from full implementation of the Workout Agreement, as amended, will include:

- (i) Enables the 2.46-acre developable portion of the Property (Parcel 27A) to be put to productive use;

- (ii) Restores the developable portion of the Property to the tax rolls;

- (iii) Cures one of the Districts' longest standing and most significant special-tax/assessment defaults;

- (iv) Generates approximately \$370,000 in special tax/assessment payments to the City;

- (v) Creates a permanent 12+ acre park preserve (Parcel 27B);
- (vi) Creates a maintenance fund to finance the perpetual maintenance of the park preserve;
- (vii) Corrects a flawed assumption with respect to the property's development potential and underlying valuation, resulting in a more equitable allocation of special tax/assessment load that is better aligned with sound apportionment principles; and
- (viii) Allows the planning objectives of the NWRSP to be carried out as intended by removing an unreasonable special tax/assessment burden that stood as an impediment to efforts to put the developable portion of the property to productive use.

K. Following City approval of the Workout Agreement, Landowner undertook a concerted effort to determine the highest and best feasible use for the 2.46-acre developable portion of Parcel 27. This effort included consultation with the adjacent community to find a use for the developable portion of the Property that not only would fit within the Property's "Commercial" Specific Plan land use designation and zoning but also would be compatible with and complement the residential character of the surrounding neighborhoods.

L. Landowner's community outreach indicated there was significant community support for development of a senior assisted living facility and led Landowner to enlist Sunrise Senior Living ("Sunrise") -- a respected developer/owner/operator of senior assisted living projects -- in the design of a facility for the Parcel 27A site (the "Sunrise Project").

M. A Design Review Permit was unanimously approved for the Sunrise Project and Sunrise was preparing to commence construction when the 2008 recession resulting from the collapse of the housing and credit markets took hold in earnest. As this economic downturn persisted, it had a dramatic adverse impact on senior assisted living providers in general and on the economics of the design/build/own/operate model of which Sunrise was a leading practitioner.

N. When post-2008 economic factors made it infeasible for Sunrise to construct/own/operate the approved project, Landowner undertook a concerted effort to find another high-quality assisted living provider to do so. To date, this effort has proven unsuccessful, in part because, in the years following the 2008 recession, assisted living providers have become much less willing to assume the risk of developing the facilities they operate. For this reason, Landowner also explored, again without success, the possibility of partnering with a developer/investor to build an assisted living facility on the Parcel 27 site which would then be sold or leased to an experienced assisted living provider.

O. In addition, the advent of the COVID-19 pandemic in 2020 proved to be a force majeure event that not only had a tragic effect on health and cost millions of lives but also had a particularly devastating impact on senior assisted living facilities as well as a severe adverse impact on the US economy.

P. The residual effects of the pandemic and the resulting changes in economic circumstances have continued to frustrate Landowner's more recent efforts to promote the development of a senior assisted living facility at the Parcel 27A site and have led Landowner to conclude:

(i) that such a commercial land use, although particularly well suited to the residential character of the surrounding neighborhoods, is not a viable option given the constraints of the site and the evolving market forces that govern project economics; and

(ii) that consideration needs to be given to an alternative non-commercial land use for the Parcel 27A property that is of like kind with the adjacent single-family residential land uses and that can better accommodate the challenges of the site and the economic factors in play.

Q. To this end, Landowner is readying for submission a tentative subdivision map application to subdivide Parcel 27A into single-family home lots (the "Subdivision Map Application").

R. To assist in the design of the tentative map lotting program and to inform the City's review and processing of the Subdivision Map Application, Landowner has engaged an environmental consulting firm to undertake a site investigation and aquatic resources analysis for the purpose of:

(i) updating the boundaries of the wetland features as shown on the aquatic resources delineation that was previously prepared for the site; and

(ii) determining if the identified aquatic resources are jurisdictional wetlands or include special status species that would trigger State or Federal permitting requirements.

S. The environmental consulting firm commenced the field work involved in this investigation in May of 2024 and expects to complete its analysis before the end of the year.

T. Landowner will use the information generated by the investigation and analysis to further refine the Parcel 27A tentative map proposal and to inform the entitlement process following formal submittal of the Subdivision Map Application early next year.

U. In recognition both of the site constraints that make development of the 2.46-acre Parcel 27A a particularly challenging proposition and of the extenuating economic circumstances that have frustrated Landowner's diligent efforts to promote development of a senior assisted living facility on the Parcel 27A property, the Parties previously amended the Workout Agreement to extend the due date for payment of back special taxes/assessments to December 10, 2024.

V. By this Amendment, the Parties desire to further extend the due date for payment of back special taxes/assessments to December 10, 2026 in acknowledgement of:

- (i) the commitment of time, effort, and resources that Landowner has invested to date in implementation of the Workout and Settlement Agreement;
- (ii) the additional commitment of time, effort, and resources that will be required to process the Subdivision Map Application proposed by Landowner as an alternative to the senior assisted living facility that has proven to be an infeasible land use aspiration;
- (iii) the public benefits that have accrued to date as a result of Landowner's efforts to implement the Workout Agreement;
- (iv) the additional public benefits that will accrue to City from full implementation of the Workout Agreement;
- (v) the reasonable expectation that Landowner will be able to return the Property to productive use and complete full implementation of the Workout Agreement within the December 10, 2026 timeframe contemplated by the Eighth Amendment; and
- (vi) the fact that the additional time requested by Landowner to pay the special taxes/assessments owed will not negatively impact the City's fiscal position or adversely affect the public benefits otherwise afforded by the Workout Agreement.

NOW THEREFORE, City and Landowner, in accordance with the above recitals and the covenants set forth herein, agree to the following amendments to the Workout and Settlement Agreement.

1. The first paragraph of the prior Section 14 of the Workout and Settlement Agreement, page 10 of 14, as amended 12/22 by the Seventh Amendment, is superseded and is further amended by substitution herewith and Section 14 as set forth below is substituted therefore, without change to the second paragraph of Section 14:

14. Payment of Past Special Taxes/Assessments Apportioned to Parcel 27A. Landowner shall pay:

- (i) the Foothills AD and Foothills Extension AD special assessments and the CFD No. 1 special taxes for FY 1991/92 - FY 2006/07 as apportioned to Parcel 27A in accordance with Sections 9, 10, and 11 above (\$237,901),
- (ii) the accrued fees and costs associated therewith (\$14,597), and

(iii) the CFD No. 1 special taxes for FY 2007/08-FY 2019/20, together with any penalties and interest charges associated therewith.

Such aggregate amount owed in special taxes/assessments, fees, costs, penalties, and interest, as adjusted to reflect the initial installment payment of \$50,500 already made by Landowner in December 2007, shall be paid in a single lump sum payment to be made on or before December 10, 2026 (the "Lump Sum Payment").

2. All provisions of the Workout and Settlement Agreement not otherwise inconsistent with this Eighth Amendment are and shall remain in full force and effect. Such provisions are herewith reapproved, readopted, and otherwise ratified as if fully set forth herein.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Eighth Amendment to the Workout and Settlement Agreement in duplicate by its City Manager under the authority of Resolution No. 24-_____ approved and adopted by the Council of the City of Roseville on the _____ day of _____, 2024 and Landowner has caused this Agreement to be executed by its Managing Member.

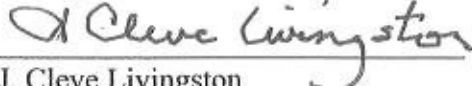
CITY:

CITY OF ROSEVILLE,
a municipal corporation

Dominick Casey
City Manager

LANDOWNER:

CC DRIVE, L.L.C.,
a California limited liability company



J. Cleve Livingston
Managing Member

ATTEST:

Carmen Avalos
City Clerk

APPROVED AS TO FORM:

Michelle Sheidenberger
City Attorney

ACKNOWLEDGMENT

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

State of California

County of SACRAMENTO

On NOVEMBER 11, 2024 before me, K RUIZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared J CLEVE LIVINGSTON
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)

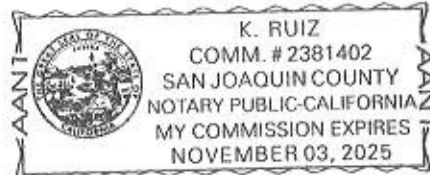


EXHIBIT "A"

Legal Description of Northwest Roseville Specific Plan Parcel 27

Real property in the City of Roseville, County of Placer, State of California, described as follows:

Lot 27 as shown on the Plat of "Northwest Roseville Specific Plan Unit No. 1," recorded on October 5, 1989 in the Office of the County Recorder of Placer County in Book Q of Maps, page 54.

APN: 017-380-001-000



COUNCIL COMMUNICATION

CC #: 3635

File #: 0709-03 & 0201-01

Title: Community Development Block Grant Fund - Budget Adjustment

Contact: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us
Claudia Carreno 916-774-5476 ccarreno@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a budget adjustment to increase revenues and expenditures in the Community Development Block Grant (CDBG) Fund for awarded grant funding, unexpended entitlement funding, and estimated program income.

BACKGROUND

The City became a CDBG entitlement jurisdiction in 1986. These annual grants fund affordable housing, public facilities and improvements, planning, program administration, and public service activities. The annual grant funding is allocated from the federal department of Housing and Urban Development (HUD), and the amount awarded to each program is subject to the federal budgeting process.

In June of 2024, City Council adopted the FY2024-25 estimated CDBG budget. HUD notified the City of its FY2024-25 entitlement award of \$707,089 after the budget was adopted and approved. Staff then finalized and submitted the annual spending plan to HUD for approval. Following HUD's approval, Housing Division staff is requesting this budget adjustment to align the CDBG budget with the 2024-25 Action Plan.

On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. In 2020, the City was awarded a total of \$1,213,133 in the special allocation of CARES Act CDBG funds. Since then, \$1,191,825 has been spent on various activities to prevent, prepare for, or respond to the coronavirus. The balance of the funds, in the amount of \$21,308, is anticipated to be expended in FY2024-25.

On May 1, 2024, Council approved the Annual Action Plan for FY2024-25. The plan included funding for seven public services projects; an affordable housing acquisition project; owner-occupied housing rehabilitation projects; and administrative expenses. Once the budget adjustment is approved, the total available CDBG funds will be \$1,659,695 which will be

comprised of \$707,089 from the FY2024-25 grant award, unexpended funds of \$881,298 from FY2020-23, \$21,308 in CARES Act funding, and an estimated \$50,000 in program income available to grant in FY2024-25.

FISCAL IMPACT

The recommended budget adjustment will align the budget with the 2024-25 CDBG grant and add unspent availability from prior years. The expenditures in the attached budget adjustment total \$195,480 and will be added to the amended budget of \$1,169,607 for a total of \$1,365,087. The revenues in the attached budget adjustment total \$63,237 and will be added to the amended budget of \$1,301,850 for a total of \$1,365,087. CDBG Funds are awarded through an annual entitlement grant from the federal Housing and Urban Development Department. This budget adjustment has no impact to the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6886

ORDINANCE NO. 6886

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Community Development Block Grant Fund.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Claudia Carreno	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Claudia Carreno	ORDINANCE:	
DEPARTMENT/DIVISION:	Economic Development - Housing		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2201	5301	54101		44,960	Increase Professional Services for CDBG Owner Occupied Rehabilitation (OOR), activity delivery costs and general administration projects
2201	5395	54101		(500)	Decrease Equipment Under 5000 to lower Grant Administration & Planning expenses.
2201	5461	54101		(1,785)	Decrease Training & Development to lower Grant Administration & Planning expenses.
2201	5471	54101		545	Increase Membership for the NCDCA Annual Membership
2201	5570	54101		41,366	Increase Grants for CDBG OOR projects.
2201	5571	54101		18,558	Increase Grants Public Services for CDBG 2024 Grant Awards.
2201	5573	54101		92,336	Increase Grants Deferred Loans for CDBG Acquisition project.
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				195,480	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2201	4401	54101	0	43,237	Increase Federal Grant revenue for 2024 CDBG Grant and unspent Grant awards from 2020-2023
2201	4735	54101	0	20,000	Increase Program Income for CDBG Deferred Loan payoffs.
REVENUES/TRANSFERS IN TOTAL				63,237	

NET ADJUSTMENT	132,243
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2201	3601	00000	000000	(132,243)	Decrease Community Development Block Grant Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(132,243)	

Justification for Budget Adjustment:

Staff recommends a budget adjustment to align the Community Development Block Grant (CDBG) Fund budget with the CDBG Action Plan approved by the City Council in May 2024. This budget adjustment adjusts expenditures in the CDBG Fund by \$195,480 for public services, OOR projects, affordable housing acquisition, and administrative expenses to adhere to the approved Action Plan. This budget adjustment will increase the existing CDBG Fund expense budget of \$1,169,607 to \$1,365,087. This budget adjustment will also adjust revenue in the CDBG Fund by \$63,237 and will increase the existing revenue budget of \$1,301,850 to \$1,365,087. The decrease in the CDBG fund balance accounts for the revenue budget being greater than expenditures at budget adoption.



COUNCIL COMMUNICATION

CC #: 3644

File #: 0201 & 0201-01

Title: Fiscal Year 2024-25 Budget Adjustments

Contact: N. Rothlisberger 916-774-5314 nrothlisberger@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve adjustments to the fiscal year 2024-25 budget.

BACKGROUND

Staff recommends the following adjustments to the FY2024-25 budget:

1. **REACH Funds** – This will increase the expenditure budget in the Citizens Benefit Fund by \$10,000 for Roseville Employees Annual Charitable Hearts (REACH) funds disbursed by the Grants Advisory Commission on July 25, 2024, to A Touch of Understanding (a non-profit group) for its In-School Disability Awareness Workshop. The adopted FY2024-25 budget did not include spending authority for REACH funds.
2. **Permanent Local Housing Allocation (PLHA) Grant** – This will decrease the state grants revenue budget in the Housing Successor Low/Mod Fund for the Permanent Local Housing Allocation (PLHA) Grant. The grant revenue budget for this grant was inadvertently overstated by \$500,000 in the project. This budget adjustment corrects the overstated revenue and will decrease the fund balance in the Housing Successor Low/Mod Fund.
3. **Close the Affordable Housing in Lieu and Program Equity Fund** – This will facilitate the closure of the Affordable Housing in Lieu and Program Equity Fund, which was established to receive funding from developer in-lieu fees and payoffs from affordable purchase loans subsidized by developers. In October 2004, the City of Roseville established the Housing Trust Fund as a permanent source of financing for the City's affordable housing. In 2020, it was decided that the Housing Trust Fund would receive all future affordable purchase loan payoff repayments and developer in-lieu fees previously deposited into the Affordable Housing in Lieu and Program Equity Fund; therefore, this fund has no ongoing revenue or expenditures. Staff recommends a transfer of \$592,868 from the Affordable Housing in Lieu and Program Equity Fund to the Housing Trust Fund to facilitate the closure of the Affordable Housing in Lieu and Program Equity Fund.
4. **Successor Agency to the Former Roseville Redevelopment Agency (RDA) Fund** – This will increase the Successor Agency Fund's property tax revenue budget by \$2,204,460 (to \$5,860,086) for the agency's amended Recognized Obligation Payment Schedule (ROPS) 24-25B, approved by the Placer County Consolidated Oversight Board on

September 11, 2024. This revenue will be used to make additional payments on two outstanding loan obligations to City funds: \$1,763,568 to the Strategic Improvement Fund and \$440,892 to the Housing Successor Low Mod Fund.

5. Baseline Traffic Signals Project Funding Revision – The Baseline Traffic Signals project was initially funded with \$2 million from the Strategic Improvement Fund (SIF), with the expectation of repayment from the City County Mitigation Fund. In the FY2023-24 budget, the funding plan was revised to budget the project in the City County Mitigation Fund instead, with an interfund loan established between the SIF and the City County Mitigation Fund. At that time, the project budget was also increased by \$1.6 million, bringing the total to \$3.6 million. The revised funding plan intends for the SIF to be reimbursed as revenue is received in the City County Mitigation Fund. During budget development, it was anticipated that \$161,492 would be spent directly from the SIF before the funding plan change took effect. However, the City ultimately spent \$230,542 from the SIF, which is \$69,050 more than expected prior to the funding plan revision in FY2023-24. To align the budget with the revised funding plan, staff recommends increasing the SIF budget by \$69,050 and reducing the City County Mitigation Fund by the same amount. Additionally, the FY2023-24 budget included a loan transfer for the full project cost of \$3.6 million. Staff recommends reducing this amount by \$230,542 to account for the amount already spent from the SIF before the funding plan change took effect. Ultimately, the City County Mitigation Fund will pay back the full \$3.6 million as part of the interfund loan arrangement.

FISCAL IMPACT

The recommended adjustments to the FY2024-25 budget will result in the changes in the table below. For fund balance reductions, adequate resources are available in each fund.

Budget adjustment	Fund	Expense budget adjustment	Revenue budget adjustment	Available resources adjustment
1. REACH Funds	Citizens Benefit Fund	\$10,000	-	(\$10,000)
2. Permanent Local Housing Allocation (PLHA) Grant	Housing Successor Low Mod Fund	-	(\$500,000)	(\$500,000)
3. Close the Affordable Housing in Lieu and Program Equity Fund	Affordable Housing in Lieu and Program Equity Fund	\$592,868	-	(\$592,868)
	Housing Trust Fund	-	\$592,868	\$592,868
4. Successor Agency to the Former RDA Fund	Successor Agency to the Former RDA Fund	\$2,204,460	\$2,204,460	-
	Strategic Improvement Fund	-	\$1,763,568	\$1,763,568
	Housing Successor Low Mod Fund	-	\$440,892	\$440,892
5. Baseline Traffic Signals Project Funding Revision	Strategic Improvement Fund	(\$161,492)	-	\$161,492
	City County Mitigation	(\$69,050)	(\$230,542)	(\$161,492)

	Fund			
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The recommended budget adjustments have no fiscal impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the recommended adjustments to the FY2024-25 budget meets the above criteria and is not subject to CEQA. No additional environmental review is required.

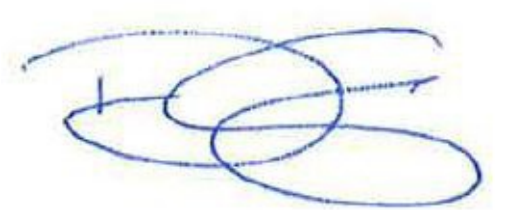
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Remain fiscally responsible in a changing world.

Respectfully Submitted,

Nancy Rothlisberger, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6888

ORDINANCE NO. 6888

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustments.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

REQUESTER NAME & TITLE: Heather Blanco, Executive Assistant

PREPARER NAME & TITLE: Heather Blanco, Executive Assistant

DEPARTMENT/DIVISION: Economic Development

FISCAL YEAR: 2024-25

ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3901	5570	54092		10,000	Increase budget for REACH funds disbursement
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				10,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	10,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3901	3601	00000	000000	(10,000)	Decrease Citizens Benefit Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(10,000)	

Justification for Budget Adjustment:

This request is to increase the expenditure budget in the Citizens Benefit Fund by \$10,000 for REACH funds disbursed by the Grants Advisory Commission on July 25, 2024 to A Touch of Understanding (a non-profit group) for its In-School Disability Awareness Workshop. The adopted FY2024-25 budget did not include spending authority for REACH funds.



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

REQUESTER NAME & TITLE:	Claudia Carreno, Management Analyst
PREPARER NAME & TITLE:	Claudia Carreno, Management Analyst
DEPARTMENT/DIVISION:	Economic Development/Housing

FISCAL YEAR:	2024-25
ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2841	4410	84001	700031	(500,000)	Decrease State Grant revenue for Permanent Local Housing Allocation Grant (Project 700031)
REVENUES/TRANSFERS IN TOTAL				(500,000)	

NET ADJUSTMENT	500,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2841	3601	00000	000000	(500,000)	Decrease Housing Successor Low Mod Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(500,000)	

Justification for Budget Adjustment:

Staff recommends this budget adjustment to decrease the State Grants revenue budget in the Housing Successor Low/Mod Fund for the Permanent Local Housing Allocation (PLHA) Grant (Project 700031). The previously established budget in FY24 and FY23 incorrectly allocated State Grant revenue of \$500,000 to the project. This budget adjustment corrects this allocation to reduce revenue and decrease fund balance.



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Claudia Carreno, Management Analyst II	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Natalya Lakhno, Budget Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Finance/EDD/Housing		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2824	6801	10001		592,868	Transfer Out to close Fund 2824
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				592,868	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2821	4801	10001		592,868	Transfer In to close Fund 2824
REVENUES/TRANSFERS IN TOTAL				592,868	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2821	3601	00000	000000	592,868	Increase Housing Trust Fund Balance
2824	3601	00000	000000	(592,868)	Decrease Affordable Housing In Lieu and Program Equity Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends this budget adjustment for the closure of the Affordable Housing In Lieu and Program Equity Fund (2824) which was established to receive funding from developer in-lieu fees and payoffs from affordable purchase loans subsidized by developers. In October 2004, the City of Roseville established the Housing Trust Fund (2821) as a permanent source of financing for the City's affordable housing. In 2020, it was decided that the Housing Trust Fund would receive all future affordable purchase loan payoff repayments and developer in-lieu fees previously deposited into the Affordable Housing In Lieu and Program Equity Fund; therefore, this fund does not have any ongoing revenue or expenditures. The Housing Division requests the closure of the Affordable Housing In Lieu and Program Equity Fund and the transfer of its remaining funds (\$592,868) into the Housing Trust Fund.



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Claudia Carreno Management Analyst	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Claudia Carreno Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Economic Development/Housing		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7201	6890	10001		2,204,460	Increase Transfer Out Loans for \$1,763,568 A15 -26015 Strategic Improvement Fund (1030) and A39 -26039 Housing Successor Fund (2841)
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				2,204,460	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7201	4001	88071		2,204,460	Increase Property Tax Revenue for Amended ROPS 24-25B
1030	4890	10001		1,763,568	Increase Transfers In Loans for A15 - 26015 loan payment
2841	4890	10001		440,892	Increase Transfers In Loans for A39 - 26039 loan payment.
REVENUES/TRANSFERS IN TOTAL				4,408,920	

NET ADJUSTMENT	(2,204,460)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2841	3601	00000	000000	440,892	Increase Housing Successor Low Mod Fund Balance
1030	3601	00000	000000	1,763,568	Increase Strategic Improvement Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				2,204,460	

Justification for Budget Adjustment:

This budget adjustment will increase the Successor Agency Fund's property tax revenue budget by \$2,204,460 (to \$5,860,086) for the agency's amended Recognized Obligation Payment Schedule (ROPS) 24-25B, approved by the Placer County Consolidated Oversight Board on September 11, 2024. This revenue will be used to make additional payments on two outstanding obligations to City funds: \$1,763,568 to the Strategic Improvement Fund (loan A15-26015) and \$440,892 to the Housing Successor Low Mod Fund (loan A-3926039).



REQUEST FOR BUDGET ADJUSTMENT

Updated 10/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Scott Pettingell, Assistant Finance Director	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Natalya Lakhno, Budget Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Finance		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	6587	84001	500299	69,050	Increase project budget to cover FY24 actuals in Fund 1030
3395	6587	84001	500299	(69,050)	Decrease project budget to cover FY24 actuals in Fund 1030
1030	6890	10001		(230,542)	Decrease Transfers out - Loans (project 500299)
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				(230,542)	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3395	4890	10001		(230,542)	Decrease Transfers in - Loans (project 500299)
REVENUES/TRANSFERS IN TOTAL				(230,542)	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	3601	00000	000000	161,492	Increase Strategic Improvement Fund Balance
3395	3601	00000	000000	(161,492)	Decrease City County Mitigation Fund Balance
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

The Baseline Traffic Signals project was originally funded with \$2 million from the Strategic Improvement Fund (SIF). In the FY2023-24 budget, the funding plan was revised to use the City County Mitigation Fund instead, with an interfund loan established between the SIF and the City County Mitigation Fund. At that time, the project budget was also increased by \$1.6 million, bringing the total to \$3.6 million. The revised funding plan intends for the SIF to be reimbursed as revenue is received into the City County Mitigation Fund. During budget development, it was anticipated that \$161,492 would be spent directly from the SIF before the funding plan change took effect. However, the City ultimately spent \$230,542 from the SIF, which is \$69,050 more than expected prior to the funding plan revision in FY2023-24. To align the budget with the revised funding plan, staff recommends increasing the SIF budget by \$69,050 and reducing the City County Mitigation Fund by the same amount. Additionally, the FY2023-24 budget included a loan transfer for the full project cost of \$3.6 million. Staff recommends reducing this amount by \$230,542 to account for the amount already spent from the SIF before the funding plan change took effect. The City County Mitigation Fund will still pay back the full \$3.6 million as part of the interfund loan arrangement.
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COUNCIL COMMUNICATION

CC #: 3633

File #: 0800-03 & 0201-01

Title: Electric RPEAK CTs Upgrade - Budget Adjustment
Contact: Chris Porter 916-774-5615 cporter@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment to increase the Electric RPEAK CTs Upgrade capital improvement project budget in the amount of \$1,200,000 and, at the same time, reduce the Electric RPEAK Phase 2 Upgrade capital improvement project budget by an equivalent \$1,200,000.

BACKGROUND

In December 2023, the California Energy Commission (CEC) issued a Grant Funding Opportunity for the Distributed Electricity Backup Assets (DEBA) Program. Roseville submitted an application for this grant in February 2024 for the installation of gas compression and evaporative cooling as an efficiency upgrade to increase the output on the two State Power Augmentation Power Site combustion turbine generators, referred to as the RPEAK CTs that were installed by the California Department of Water Resources (DWR) at the Roseville Energy Park (REP) in September 2021, as part of an emergency declaration for grid support issued by the Governor. The temporary installation of these units was to be through the end of 2023, but Roseville and DWR reached an agreement at the end of 2023 to keep the state-owned units sited at REP. As part of this agreement, ownership of the units would transfer to Roseville under two different scenarios. The scenario that would transfer ownership the soonest required that Roseville apply for the DEBA grant and receive a grant award from the CEC. Roseville chose this path due to the significant value owning and operating these units provides to our customers. In August 2024, the CEC officially approved the DEBA grant award to Roseville.

Roseville issued a Request for Proposals No. 07-101 for the design and construction of the gas compression system and solicited quotations for a sole source purchase order from General Electric (as the manufacturer of the RPEAK units) for evaporative cooling. These costs came in significantly higher than expected. A \$1,200,000 budget adjustment is being requested to provide the necessary funding to complete this project. This budget adjustment will be funded by reducing the Electric RPEAK Phase 2 Upgrade project by an equivalent amount. Due to changes in priority and staffing constraints, the Electric RPEAK Phase 2 Upgrade project will be deferred to future years.

FISCAL IMPACT

There is no net fiscal impact, since approving a \$1,200,000 budget adjustment to the Electric RPEAK CTs Upgrade project is offset by an equivalent \$1,200,000 decrease in the Electric RPEAK Phase 2 Upgrade project budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

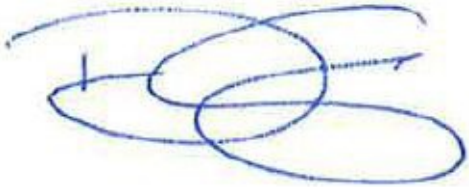
Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Chris Porter, Assistant Electric Utility Director

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6885

ORDINANCE NO. 6885

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Electric RPEAK CTs Upgrade project.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Chris Porter, Assistant Electric Utility Director	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Matt Nelson, Sr Electric Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Electric / Engineering		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	500438	(1,200,000)	Reduce RPEAK Phase 2 Upgrades CIP
6001	6587	84701	700061	1,200,000	Increase RPEAK CTs Upgrade CIP
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	-	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

As part of the process to accelerate ownership of the State Power Augmentation Project (SPAP, also known as RPEAK) combustion turbine (CT) generators sited by the California Department of Water Resources at the Roseville Energy Park, City Council approved the creation of a project for the installation of gas compression and evaporative coolers to increase the efficiency of these generators. This project (CIP 700061) was created in advance of applying for the California Energy Commission's Distributed Electricity Backup Assets (DEBA) program, a required step to accelerate Roseville's ownership of the SPAP units. This project was also created in advance of obtaining quotes for major equipment (evaporative coolers) and issuance of a Request for Proposals for the design and installation of gas compressors. Once quotes were obtained and competitive bids were received, costs came in much higher than anticipated. As such, we request to reduce the older RPEAK Phase 2 project by \$1.2M and increase the newer RPEAK CTs Upgrade project associated with the DEBA program by \$1.2M. Major work under the RPEAK Phase 2 project will be postponed until FY27 at the earliest due to resource constraints and necessary funding approval will be sought as part of Electric's annual capital improvement project budget.



COUNCIL COMMUNICATION

CC #: 3638

File #: 0800-06 & 0201-01

Title: Traffic Model Update - Professional Service Agreement and Budget Adjustment

Contact: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a Professional Services Agreement with Fehr & Peers and authorizing the City Manager to execute it on behalf of the City of Roseville. Staff further recommends City Council adopt an ordinance to approve a budget adjustment in the amount of \$250,000 to allocate additional funds to the existing City Traffic Model Update capital improvement project for a comprehensive update of the Citywide Travel Demand Model and associated traffic mitigation fees.

BACKGROUND

The City last completed a comprehensive update to the Traffic Demand Model in FY2019-20, conducted by Fehr & Peers. Given recent changes, including significant new land developments, the impacts of the COVID-19 pandemic on travel patterns, adjustments to Roseville public schools' schedules, and new state requirements, an updated model is now warranted. Specifically, SB743 requires cities to incorporate Vehicle Miles Traveled (VMT) as a key metric in travel demand models, and AB 602 mandates the consideration of residential building sizes when assessing impact fees on new development.

This update will expand beyond the scope of annual Traffic Model maintenance, necessitating additional resources. Staff, therefore, seek approval for a new Professional Services Agreement with Fehr & Peers to conduct the model update, along with a budget adjustment to cover the increased consulting and staff costs. Funding is available from the Traffic Mitigation Fund.

FISCAL IMPACT

The not-to-exceed amount for the recommended agreement with Fehr & Peers is \$495,000. An existing capital improvement project covers ongoing maintenance for the Citywide Traffic Model Update; however, an additional \$250,000 for consulting services and staff labor is required to complete this comprehensive update. The funding source for this update is the Traffic Mitigation Fund, which is funded by traffic impact fees paid by new development.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-388

Fehr and Peers Traffic Model Update Professional Service Agreement

Ordinance 6887

RESOLUTION NO. 24-388

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FEHR & PEERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Professional Services Agreement for a comprehensive Traffic Model Update, by and between the City of Roseville and Fehr & Peers, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said professional services 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Updates to Travel Demand Model, City-Wide Level of Service
and Vehicle Miles Traveled and to the Traffic Mitigation Fee Program

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation (“CITY”), and Fehr & Peers, a
California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of updating Travel Demand
Model, City-Wide Level of Service/Vehicle Miles Travelled and the Traffic Mitigation Fee
Program; and

WHEREAS, CONSULTANT has prepared a proposal dated July 17, 2024, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT “A,” attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed four hundred ninety-five thousand dollars (\$495,000).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT 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 CONSULTANT'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.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
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. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT 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 CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT 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. CONSULTANT 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, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its 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. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages

applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

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

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications.

CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

11. 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.

12. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

13. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

14. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, 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.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

15. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, 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.

16. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

17. Copyright, Ownership and Use of Materials. All tangible material (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

18. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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 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.

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

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

22. 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

Stacie Marchetti
Management Analyst
311 Vernon Street
Roseville, CA 95678

CONSULTANT

John Gard
Principal, TE, RSP
1013 Galleria Boulevard, Suite 255
Roseville, CA 95678

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

FEHR & PEERS, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

BY:  _____
its: Chris Mitchell _____
and President/CEO
BY:  _____
its: Christine Shields _____
Principal/Secretary

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
MIKE ISOM
Development Services Director

EXHIBIT “A”



EXHIBIT A

Project Understanding

The City of Roseville Travel Demand Model was last updated by Fehr & Peers in 2019/2020 as part of the City's General Plan update. An update to the model is now warranted for a number of reasons including:

- Significant amounts of new land development have occurred in the western part of Roseville, putting greater strains on many of the city's key east-west arterials. It is imperative that the updated model be calibrated to accurately represent these conditions.
- The travel effects of the COVID-19 pandemic have changed travel behavior, requiring the need for an updated model to reflect these changes in behaviors.
- Start/end times for public schools in Roseville have changed since 2019/2020. In many communities, the PM peak hour (i.e., 60 minutes with greatest travel) now occurs within the 3-4 PM window, corresponding to high school release times of 3:30 PM.
- Travel demand model must now accurately estimate Vehicle Miles Traveled (VMT) as a key transportation metric. As such, model development typically includes validation to VMT.

Assembly Bill (AB) 602, which is now law in California, requires agencies to consider residential building sizes when assessing impact fees on new development. This new law requires application of new analytical approaches for assessing residential traffic fees within the City's TMF program.



EXHIBIT B

Key Staff and Firm Qualifications

Key Staff

This assignment will be led by the following Fehr & Peers staff:

- **Project Manager – John Gard, Principal, TE, RSP₁**
John has been employed continuously with Fehr & Peers since 1995, working out of the Roseville office. He has completed dozens of land use, infrastructure, and general planning studies within the City over his 29-year career.

The following key staff will support this effort:

- **Travel Demand Model Lead – Yoyo Zeng or Adrita Islam**
- **Traffic Operations Lead – David Manciatì**

Yoyo and Adrita are among the firm's top travel demand model specialists. Their resumes in Exhibit D illustrate the array of different model development work they have completed. David has worked on a number of projects in the City of Roseville over his near decade of work experience. He is a highly skilled traffic operations analyst with extensive experience in Synchro and SimTraffic.

The above staff will be supported by an array of junior/mid-level staff with specific staff selected based on the type of task. Between our Roseville and Sacramento offices, we have over 30 transportation professionals.

Firm Qualifications

As a national firm with offices throughout the US, Fehr & Peers has very strong travel demand model qualifications. But what is critical here is that our local staff also have these modeling skills, because understanding the local context is critical in model development. Following is a list of city-wide modeling efforts undertaken with the last five years by John & Adrita, and John & Yoyo:

- City of Lodi Travel Demand Model Update – John & Adrita
- City of Yuba City Travel Demand Model Update – John & Adrita
- City of Vacaville General Plan Update (VMT) – John & Adrita
- Yuba County Travel Demand Model Update – John & Yoyo
- City of Jackson General Plan Update (VMT) – John & Yoyo

In addition to the above, John oversaw the 2019 Roseville model update work with other Fehr & Peers staff no longer working with the firm. John has also been involved in the development of various fee programs including ones for Citrus Heights, Yuba City, and Rocklin.



EXHIBIT C

Scope of Work

Task 1 – Project Initiation and Management (Phase 1)

Fehr & Peers will facilitate a project kick-off meeting that will include a recap of the study objectives, traffic data collection details, and data needed from the City of Roseville.

Fehr & Peers will send invoices to the City of Roseville on a monthly basis along with a progress report detailing work completed that month, budget status, and any outstanding items.

Task 2 – Data Collection (Phase 1)

The following types of data collection are needed for this effort:

1. Traffic volume data collected/purchased from local count vendors
2. Traffic volume data from City's ITS traffic count database
3. Dataset purchased from Replica (see below)
4. Big data purchased from Streetlight, Inc.
5. Land use data provided by City of Roseville staff
6. Traffic signal timing plans provided by City of Roseville staff

Regarding items #1 and #2, Fehr & Peers has observed that the City's ITS traffic count database does not always produce reliable traffic data (when compared against actual counts on the same day/location). Thus, a combination of resources is recommended.

Regarding items #3 and #4, Replica¹ is a company that has produced a nationwide activity based model that is being used by numerous jurisdictions to inform their transportation planning practices. The model produces outputs such as mode split, VMT, trip origin/destination, average trip length, and ADT just like trip-based models. It is a relatively inexpensive source of information that can help improve the base year model development work in Task 4. However, since Replica data itself are estimates of travel versus actual travel, it is best to pair this data source with data from Streetlight, Inc. which uses connected vehicle data to quantify travel behavior.

Regarding items #5 and #6, it will be valuable if City of Roseville Community Development Department staff can provide a list of land developments that have been built since 2019. This will be complemented by aerial imagery reviews, and field visits conducted by Fehr & Peers. But the initial dataset is still important as a starting point. Similarly, it is necessary to obtain traffic signal timing plans at all signalized intersections in the City for use in Task 3.

¹ [Replica: Data to Drive Decisions about the Built Environment \(replicahq.com\)](https://replicahq.com)



Fehr & Peers will hire a count vendor to collect the following traffic counts in August/September 2024:

- New AM (7-9) and PM (3-6) peak period traffic counts at 137 existing intersections in the City of Roseville.²
- New average daily (2-day) traffic volume counts at 100 roadway segments throughout the City.
- Multi-day hose tube traffic volume counts at eight locations.

The above count methodology reflects the very low likelihood that an intersection that is currently projected to operate at LOS A or B conditions will dramatically experience a nearly a doubling in delay, causing conditions to worsen to an unacceptable LOS D or worse condition.

The number of segments to be counted represents a 10% increase over the number of segments studied for the previous model update. This is reasonable given the increase in streets built since 2019.

The multi-day hose tube counts will be used for model trip generation rate calibration. One or more driveway counts will be collected for each site to capture all the trips traveled in and out from the site. The recommended site locations are listed in Task 4.

Task 3 – Existing Conditions Analysis (Phase 1)

Fehr & Peers will analyze the existing AM and PM peak hour level of service (LOS) at all 137 intersections counted as part of Task 2. This will be conducted using a combination of Synchro (deterministic) and Simtraffic (microsimulation) models that apply the methodologies from the latest edition of the *Highway Capacity Manual* (TRB, 2021).

The most recent citywide traffic operations modeling was performed by Fehr & Peers in 2020 as part of the Housing Element update. Synchro was used entirely for AM peak hour analysis while both Synchro and SimTraffic were applied to PM peak hour analysis. This was purposefully chosen in light of generally more traffic and worse operating conditions during the PM peak hour. We propose to apply this same methodology as part of this task. However, we will review the locations analyzed during the PM peak hour using Synchro versus SimTraffic and modify them if appropriate. Per City standards, a 1.0 peak hour factor (PHF) will be applied to represent hourly conditions.

Deliverables:

- Table showing average delay/LOS at all existing signalized intersections.³
- The following exhibits will be developed:
 - Existing signalized intersection locations (using same numbering system as current)

² Of the ultimately planned 224 signalized intersections in the City (excluding those in the pedestrian overlay districts), 137 would operate at LOS C or worse either today or in 2035 (according to current 2035 model). These intersections are targeted for counting given the importance of properly analyzing the Citywide signalized LOS policy in the City's General Plan.

³ For existing signalized intersections not counted due to a known LOS B or better condition, a "LOS A or B" result will be shown in the table, but no delay value will be shown. Similarly, those intersections will be included in figures, but without peak hour volumes.



- Existing AM and PM peak hour traffic volumes and lane configurations at existing signalized intersections.
- Roadway functional classification exhibit (showing class and number of lanes)
- Existing Average Daily Traffic (ADT) at segments counted in Task 2.

Task 4 – Develop Updated (Fall 2024) Base Year Travel Demand Model (Phase 1)

This task consists of development of an updated base year travel demand model that is validated to Fall 2024 conditions. Fehr & Peers will utilize the same model software (Cube), script, traffic analysis zone (TAZ) structure, and other parameters. However, a number of other adjustments will be made.

The 2024 Regional Transportation Plan Guidelines for Metropolitan Planning organizations, (CTC, 2024) lists model update development guidelines that establish benchmarks for CEQA legal adequacy for travel forecasting validation. These benchmarks include basic validation requirements to ensure that the forecasting model is sensitive and accurate for model applications. It is important that this validation be performed as it demonstrates to other responsible agencies (e.g., Caltrans, etc.) that the model is suitable for various applications.

The base year model will be calibrated to a level of validation for average daily, AM peak hour, and PM peak hour conditions that, to the extent possible, meets or exceeds the suggested validation targets published in the *2024 RTP Guidelines*. The validation compares the model's estimate of link-level daily and peak hour traffic against the measured existing volumes. To accomplish the validation, a number of analysis steps are required, as described below:

Land Use-Related

- *Step 1: Update base year model to represent Fall 2024 land uses (by TAZ) throughout Roseville.* To complete this step, we will obtain a list of land development projects that have been constructed since 2019 and add those uses to the 2019 land use dataset. We will also perform reviews of aerial imagery and perform field visits to confirm constructed and occupied uses. We will compare the total residential land use in the City against the most recent American Community Survey (ACS) estimate to confirm the reasonableness of the land use totals. We will also translate the non-residential uses into employees and compare those totals with LEHD estimated total employment for the City.
- *Step 2: Update base year model to represent Fall 2024 land uses in areas of Rocklin, Lincoln and unincorporated Placer County that could influence travel within the City of Roseville.* This will be accomplished by reviewing/copying land use information from other models (e.g., SPRTA updated model, Rocklin model, Placer County model, etc.). Field visits will not be performed.

Roadway Network-Related

- *Step 3: Update base year model's roadway network to match Fall 2024 built and open streets.* This will be accomplished by reviewing aerial imagery, and performing field visits if necessary. As travel in the City is affected by state highway improvements, any changes in the status of constructed facilities along I-80 will also be added to the model.



- *Step 4: Review base year model's roadway network to confirm any turning movement restrictions and accuracy of model predictions of free-flow travel during peak periods.* This will be accomplished by reviewing Google maps, which identify free-flow and congested streets.

Model Functionality-Related

- *Step 5: Update base year model's trip generation rates to reflect measured trip generating levels for key land uses such as residential and office.* This will be accomplished by the following:
 - *Trip generation surveys (using multi-day hose tubes) will be performed at the following locations:*
 1. The Preserve at Creekside and Pearl Court Apartments located on Antelope Creek Drive
 2. Canterbury Down Apartments on Micro Court (off Junction Boulevard)
 3. Single-Family Residential accessed from Garden Park Drive and Mountain Park Drive (located near Roseville Parkway and Washington Blvd).
 4. Single-Family Residential accessed from Corin Way, Summerland Way, and Bellanca Way (located off Hayden Parkway).
 5. Single-Family Residential accessed from Orvietto Drive and La Croix Drive (located near Roseville Parkway and Olympus Drive).
 6. Single-Family Residential Deer Valley Residential (located off Roseville Parkway)
 7. Single-Family Residential accessed from Anacapa Drive and Manhattan Drive (located near Roseville Parkway and Trestle Road).
 8. Highland Pointe Drive Office Buildings accessed from Highland Pointe Drive (to be complemented by peak period staff observations at driveway across from Highland Ridge Drive).

This data will be supplemented by trip generation studies performed by Fehr & Peers within the last two years at the Amazon Warehouse / McKesson / Restaurant Depot Industrial on Foothills Boulevard and at the Lava Ridge Court Office Complex off Eureka Road.

The average trip generation rates per dwelling unit (for single family and multi family units) will be calculated for each residential site counted. Differences in trip generation rates between days and differences between sites in different geographic areas will be reviewed to determine whether any adjustments in daily, AM peak hour, and PM peak hour trip rates should be considered for residential uses.

The City's model applies a daily trip rate of 17.7 trips per thousand square feet (ksf) for office uses. This is well above the ITE Trip Generation Manual rate of about 11 trips per ksf. And the ITE rate itself does not consider the effects of COVID-19 on work from home conditions. Fehr & Peers will utilize the measured Highland Pointe Drive Office Buildings and Lava Ridge office complex trip rates along with data collected in Fall 2023 at a variety of other office complex across California (conducted as part of



internal R&D efforts) to develop a recommended set of daily, AM peak hour, and PM peak hour trip rates for office uses.

The City's model applies a daily trip rate of 35 trips per thousand square feet (ksf) for retail uses. This is generally inline with ITE *Trip Generation Manual* rates. Unless warranted by major discrepancies in trip productions (from residential) and attractions (from retail and office), no adjustments will be made to retail trip rates.

Trip generation rates for elementary, middle, and high schools will be updated to match the most recent ITE *Trip Generation Manual* rates. However, special consideration will be given to school start/end times because it has been observed that adjacent to some schools, the peak hour of travel occurs from 3:30 to 4:30 PM, as a result of school letting out right at the beginning of the PM peak period.

Trip rate adjustments may also be made to other land uses such as industrial, high tech industrial, research & development, and parks.

Travel data from Replica for City land uses will be used to check the reasonableness of the chosen model trip rates.

- *Step 6: Review and update, if warranted, the following that affect travel forecasts: Trip purpose splits (on a daily basis and during peak hours)*
- *Introducing model flexibility whereby a percent 'work from home' function is added to the model to test/model the effects of more or less remote work by city residents*
- *Friction factor curves that influence pairings of trip productions and attractions*
- *Replacement of outdated (circa 2005) SACMET regional congested speed seed (and related) matrices with more updated versions from SACSIM 2019. This is particularly important given the role this matrix plays in initiating the iterative traffic assignment process.*
- *Percentage of home-based work trips that remain internal to the City versus have workplaces in other jurisdictions*
- *Diurnal factor that allocates daily trips to AM and PM peak hour*

This will be accomplished through a variety of sources including (but not limited to): Replica data, Streetlight Data, Census data, by reviewing/copying land use information from other models (e.g., SPRTA updated model, Rocklin and Placer County model, etc.)

When adjusting trip rates along with other variables listed in Step 6, it is common to conduct multiple runs of the model to understand whether overall forecasted traffic volumes on the network are greater than or less than existing volumes. These checks will help shape refinements to the selected trip generation rates and other variables. As the trip rates themselves are also used as inputs into the City's TMF, it is imperative that they be carefully chosen and reviewed for equity/fairness as they will affect the relative fees in different specific plan areas. Additionally, the per unit/ksf fees assessed will directly affect total revenue generated, which should be comparable to the nexus study. If needed, multiple fee calculation scenarios will be performed to test different fee structures and approaches.



- Step 7: Model Calibration and Validation
 - *Model outputs from each step will be carefully reviewed and compared to the various data sources mentioned in Step 6, including trip rates, trip purpose splits, average trip length by trip purposes, and model-wide VMT.*
 - *Roadway volumes will be compared to the counts collected in Task 2 using recommended statistical thresholds recommended in CTC 2024 Guidelines.*

Once the model is deemed suitable for use, a series of dynamic validation tests will be performed to evaluate the model's response to changes in roadway capacity and land use inputs. This is a recommended extra step based on the CTC 2024 Guidelines that helps demonstrate that the model reacts in the right direction and magnitude to a change in the street system or added land uses.

Deliverables:

- Base Year Model Development/Validation Report including tables showing updated trip generation rates for all land uses as well as appendices showing TAZ map, and land use inputs.

Task 5 – Develop Cumulative Travel Demand Model (Phase 2)

Fehr & Peers will develop a future year/cumulative travel demand model using the base year model as the starting point. It is assumed that one set of land use changes will be made to the City's current 2035 land use dataset to represent changes in approved/entitled projects, new development proposals, etc. As the base year model is 2024 and it is customary to plan for a 20-year horizon, a 2045 horizon year is recommended for use. The land use adjustments will also require cumulative development assumptions in adjacent communities considering large projects such as Placer One/Placer Ranch, Placer Vineyards, Whitney Ranch, and Regional University. As a starting point for growth in those areas, we will consult the South Placer / South Sutter regional nexus study, which has a 2040 horizon.

Fehr & Peers will work with City staff to determine whether any changes in the future year roadway network assumptions should be made. Notably, results of the upcoming November ballot initiative to fund additional improvements at the I-80/SR 65 interchange will be known by the time this task is undertaken. The pass/fail result of that ballot measure will influence whether Phase 2 – 4 interchange improvements should be assumed.

Fehr & Peers will use the difference method forecasting approach to develop a set of cumulative (2045) average daily traffic (ADT) forecasts for the 100 existing roadway segments analyzed in Task 2. The ADT will also be reported for an additional 25 new street segments that do not exist today, but are constructed in the future year model. Fehr & Peers will compare the cumulative (2045) ADT forecasts against the cumulative forecasts from the Roseville Housing Element traffic analysis we performed in 2021.

Contingency #1 provides additional staff time to revisit roadway network (based on ADT estimates derived) and land use assumptions (such as including/excluding Roseville Industrial Park and Roseville Commons) assumptions. A supplemental model run consisting of increased street capacity could be



needed if the updated forecasts show higher than expected growth, thus implying that consistency with the City's 70% LOS C signalized intersection policy could be in jeopardy.

Deliverables:

- Technical Memorandum containing ADT figures, TAZ map (including versions both without and with aerial imagery), and land use inputs.
- Updated City of Roseville travel demand model (electronic files)

Task 6 – Cumulative (2045) Traffic Operations Analysis (Phase 2)

Fehr & Peers will analyze the AM and PM peak hour traffic operations at all 224 existing and planned signalized intersections in the City. As noted previously, those intersections previously forecast to operate at LOS B or better will not be quantitatively analyzed⁴; instead, as LOS B or better grade will be provided. This will be conducted using the same combination of Synchro (deterministic) and Simtraffic (microsimulation) models that were used for existing conditions.

Deliverables:

- Table showing average delay/LOS at all existing and planned signalized intersections.
- The following exhibits will be developed:
 - Existing and planned signalized intersection locations
 - Existing and planned signalized intersections – Fully Built Out versus Remaining Future Improvements
 - Cumulative (2045) AM and PM peak hour traffic volumes and lane configurations at existing and planned signalized intersections.
 - Ultimate number of lanes for major arterial roadways.
 - Remaining future roadway and street widening improvements

Task 7 – Vehicle Miles Traveled (VMT) (Phase 2)

City of Roseville Design Standards (2023) contains a section found at: [SECTION 2 \(civildive.com\)](https://www.civildive.com/section-2/) regarding use of VMT for traffic impact studies. VMT values are derived from the city's travel demand model. Because the base year and future year models are being updated, the VMT estimates must also be updated.

As shown in the *City of Roseville Design Standards* (2023), the City has employed VMT per capita and VMT per service population metrics to represent citywide average VMT. Subsequent to the preparation of these averages (which are then used to compare a proposed project's VMT per capita or service population pursuant to SB 743), it has been found that the VMT per service population metric treats

⁴ Fehr & Peers will inspect the SimTraffic model networks to ensure that any locations assumed to operate at LOS B or better are in fact operating in this range based on the new model and forecasts. Fehr & Peers has assumed that up to 10 additional intersections will be analyzed should review of the simtraffic model or ADT values suggest an LOS C or worse condition could exist.



non-residential projects unfairly. Further, the methodology itself is difficult to explain and prone to calculation errors. For these reasons, Fehr & Peers proposes the following steps to update the VMT values:

- *Step 1: Meet with City of Roseville staff to discuss the benefits and drawbacks for how to calculate VMT by individual land use type or per capita.*
- *Step 2: Proceed with the preferred analytical approach, calculating VMT values for both the base year and cumulative year models. Also develop color-coded screening maps (by individual land use type) showing the VMT metrics relative to the city-wide average. These maps will identify low VMT generating zones, which can be screened out from further analysis pursuant to SB 743 and the OPR's Technical Advisory.*

Fehr & Peers will perform a "boundary method" VMT estimate which consists of summing up all VMT generated on city streets (contained within the model) regardless of whether the trip is made by a Roseville or non-Roseville resident or employee. This will be performed under both base year and future year model conditions. This same exercise will be repeated, but with VMT generated on City streets further classified as being Internal-Internal (I-I), Internal-External (I-E), External-Internal (E-I), or External-External (E-E). In this context, internal implies that the trip has an origin or destination within the City of Roseville, and external means the opposite. These metrics will help quantify how much traffic on city streets is associated with city land uses and how this will change under cumulative conditions. Data from Replica or Streetlight will be used to validate the II VMT percentages.

Fehr & Peers will also be available to help edit the *City of Roseville Design Standards* (2023) section related to use of VMT for traffic impact studies.

Deliverables:

- Technical Memorandum describing rationale for selecting preferred VMT calculation methodology, presenting citywide average VMT values for existing and cumulative year conditions including screening maps.
- Technical Memorandum describing results of Boundary Method VMT calculations.
- Track changes version of *City of Roseville Design Standards* (2023) section related to use of VMT for traffic impact studies.

Task 8 – Traffic Mitigation Fee (TMF) Program Update (Phase 2)

This task consists of a comprehensive update to the City's TMF program based on the updated base year and cumulative year models. As is discussed below, this will necessarily be an incremental approach with multiple check-ins with City staff regarding methodologies, likely effects on fees, etc.

This task will begin with calculations showing the amount of new development between the base and future year model for each of 17 defined fee districts in the City. The next step is to update the detailed Dwelling Unit Equivalence (DUE) factors table (found at: [Citywide Traffic Mitigation Fee \(TMF\) Program - City of Roseville](#)). This table uses a combination of trip generation rates, pass-by percentages, and trip lengths from a variety of sources to estimate and calculate the DUE per unit. Check-in #1 with City staff will be a focused discussion of which inputs should be maintained versus updated (based on analyses



performed in advance by Fehr & Peers to understand how they may affect overall fee levels). Fehr & Peers will also consider the degree to which modified data inputs or approaches applied in the TMF update may be perceived as inconsistent with other fees programs that Roseville land uses are responsible for paying (e.g., SPRTA). Travel data from Replica will be obtained for the 17 fee districts to confirm the reasonableness of the model travel estimates for each zone.

The list of roadways and intersection improvements to be included in the TMF will be provided by the City of Roseville along with the cost of those improvements.

As the City's fee program assigns different costs per DUE and land use type to each fee district, a series of model runs consisting of select link runs will be necessary to quantify the extent to which specific fee districts contribute trips to various improvement projects. It will also be necessary to consider whether any planned improvements in the program should be considered 'existing deficiencies' whose costs are therefore not covered by fees imposed on new development. Check-in #2 with City staff will be a discussion on this general topic.

The roadway fee calculations will incorporate AB 602, which requires fee programs in California to consider residential building size when assessing impact fees. To do this, information from the US Census, American Housing Survey, and NCHRP 716 will be utilized, applying a methodology similar to what has been applied for the SPRTA fee program (but customized to the City of Roseville). City staff may also need to provide information, if available, pertaining to the range of single-family dwelling unit sizes in the City. Check-in #3 with City staff will be a discussion on how best to implement this law given data specific to Roseville.

Contingency #2 provides additional staff time to update the fee calculations (requiring new model runs, and various spreadsheet calculations) by either adding or subtracting the Roseville Industrial Park and Roseville Commons projects.

Fehr & Peers understand that the City of Roseville, after having spoken with other agencies and a local law firm, has been advised that public noticing is not required for annual Construction Cost Increase (CCI) adjustments. Fehr & Peers staff will speak with our peers in the Bay Area and Southern California to confirm if agencies in which we work in those markets are under the same impression.

Deliverables:

- AB 1600 Nexus Report including required language pursuant to this law. Report will include various figures, tables, and spreadsheet outputs.

Task 9 – Meetings (Phase 2)

Fehr & Peers will be available to attend up to 12 meetings (mostly virtual one-hour check-ins, but occasionally in person if warranted). These may include public hearings to present study findings.

EXHIBIT “B”

EXHIBIT D

Cost Estimate

Fehr & Peers can complete Tasks 1 – 9 for a not-to-exceed cost of \$465,000. Below are the estimated hours required by each task. Contingencies #1 and #2 would cost an additional \$30,000 for a total project cost of \$495,000.

Fee Estimate Calculation

Task	Staff Person Labor (hours & billing rates)							Total	
	Principal \$385	Senior Associate \$300	Senior Engineer \$215	Senior Planner \$215	Engineer/ Planner(s) \$155	GIS \$145	Proj. Coordinator \$180		
	\$385/hr.	\$300/hr.	\$215/hr.	\$215/hr.	\$155/hr.	\$145/hr.	\$180/hr.	Hours	Cost
1: Project Initiation and Management (Ph 1)	8	0	0	0	0	0	16	24	\$5,960
2: Data Collection (Ph 1)	4	0	0	16	24	0	4	48	\$9,420
3: Existing Conditions (Ph 1)	24	16	80	0	160	24	24	328	\$63,840
4: Develop Updated (Fall 2024) Base Year Travel Demand Model (Ph 1)	16	0	0	160	240	40	24	480	\$87,880
5: Develop Cumulative Travel Demand Model (Ph 2)	16	0	0	80	160	16	16	288	\$53,360
6: Cumulative (2045) Traffic Operations Analysis (Ph 2)	16	8	60	0	80	16	16	196	\$39,060
7: Vehicle Miles Traveled (VMT) (Ph 2)	8	0	0	32	80	16	8	144	\$26,120
8: Traffic Mitigation Fee (TMF) Program (Ph 2)	60	8	0	120	40	16	16	260	\$62,700
9: Meetings (Ph 2)	16	0	4	8	0	4	4	36	\$10,040
Total Labor	168	32	144	416	784	132	128	1804	\$358,380
Direct Costs (communications, reproduction, travel, etc.) Phase 2								\$12,620	
Direct Costs (Traffic Counts) Phase 1								\$85,000	
Direct Costs (Trip Generation Survey Data Costs) Phase 1								\$4,000	
Direct Costs (Replica, StreetLight vendors) Phase 1								\$5,000	
Contingency #1 (Supplemental Cumulative Model Run) Phase 2								\$15,000	
Contingency #2 (Updated Fee Calculations with Changes in Land Use) Phase 2								\$15,000	
Total Cost								\$495,000	

PSA - Fehr Peers City of Roseville - Traffic Model Update Contract

Final Audit Report

2024-10-18

Created:	2024-10-18
By:	JoLynn Souto (j.souto@fehrandpeers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoIROFX_ZILTP1HDsR2WHKV8qacReiCK5

"PSA - Fehr Peers City of Roseville - Traffic Model Update Contract" History

-  Document created by JoLynn Souto (j.souto@fehrandpeers.com)
2024-10-18 - 9:54:58 PM GMT- IP address: 76.14.176.198
-  Document emailed to Chris Mitchell (c.mitchell@fehrandpeers.com) for signature
2024-10-18 - 9:56:11 PM GMT
-  Email viewed by Chris Mitchell (c.mitchell@fehrandpeers.com)
2024-10-18 - 9:57:01 PM GMT- IP address: 67.188.97.203
-  Document e-signed by Chris Mitchell (c.mitchell@fehrandpeers.com)
Signature Date: 2024-10-18 - 9:57:33 PM GMT - Time Source: server- IP address: 67.188.97.203
-  Document emailed to Christine Shields (C.SHIELDS@FEHRANDPEERS.COM) for signature
2024-10-18 - 9:57:34 PM GMT
-  Email viewed by Christine Shields (C.SHIELDS@FEHRANDPEERS.COM)
2024-10-18 - 10:03:20 PM GMT- IP address: 107.115.29.108
-  Document e-signed by Christine Shields (C.SHIELDS@FEHRANDPEERS.COM)
Signature Date: 2024-10-18 - 10:04:26 PM GMT - Time Source: server- IP address: 107.115.29.108
-  Agreement completed.
2024-10-18 - 10:04:26 PM GMT

ORDINANCE NO. 6887

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Traffic Model Update project.

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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 8/29/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Stacie Marchetti, Management Analyst II	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Stacie Marchetti, Management Analyst II	ORDINANCE:	
DEPARTMENT/DIVISION:	Development Services		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	5301	84001	400189	200,000	Increase professional services budget for Traffic Model Update
3151	5080	84001	400189	50,000	Increase labor budget for staff time dedicated to Traffic Model Update
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				250,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	250,000
----------------	---------

FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	3601	00000	000000	(250,000)	Decrease Traffic Mitigation Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(250,000)	

Justification for Budget Adjustment:

Additional funds are needed to perform a comprehensive update of the Citywide Traffic Model (project #400189). The last update was completed in FY2020 and is warranted again due to significant new land development, the travel effects of the COVID-19 pandemic, changes to start/end times for Roseville public schools, the SB 743 requirement for an estimate of vehicle miles traveled (VMT) as a key transportation metric in travel demand models, and the AB 602 requirement that agencies consider residential building size when assessing impact fees on new development. This update will have a larger scope than the annual maintenance of the Traffic Model Update and therefore requires additional resources. This adjustment requests an additional \$200,000 for consulting services and \$50,000 for staff labor. Resources are available in the Traffic Mitigation Fund.



COUNCIL COMMUNICATION

CC #: 3652

File #: 0400-02-12-2 & 0400-03 & 0400-04

Title: Second Reading - Sierra Vista Specific Plan Parcel WB-42 - Rezone and Development Agreement Amendment

Contact: Sean Morales 916-774-5282 smorales@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 6.14.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6889 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6890 ADOPTING A FIFTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

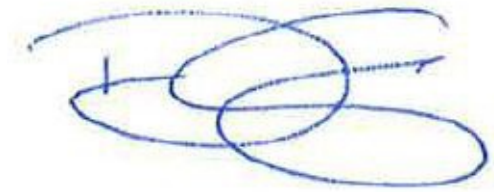
Goal D - Enhance economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Morales, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6889

Exhibit B

Ordinance 6890

ORDINANCE NO. 6889

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville known as Parcel WB-42B of the Sierra Vista Specific Plan, as shown and so designated in Exhibit "B", which is attached hereto and incorporated herein by reference, is hereby rezoned from Community Commercial (CC) to Small Lot Residential/Development Standards (RS/DS).

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

call: AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Figure 3-1: Community Form Elements

Table 4-1: Plan Area Land Use Summary

Land Use Designation		Applied Zoning Districts	Acres	% of Total Acres	Units	% of Total Units
Residential Neighborhoods						
LDR	Low Density Residential	RS/DS	595.6	28.7%	3,049	34.8%
LDR	LDR – Age Restricted	RS/DS	94.3	4.6%	493	5.6%
MDR	Medium Density Residential	RS/DS	351.1 358.6	16.9%	2,614 2,667	29.8%
HDR	High Density Residential	R3	93.6	4.5%	2,367	27.1%
Sub-totals			1,142.1	54.8%	8,523	97.2%
Commercial and Employment						
CC	Community Commercial (Commercial Mixed Use)	CMU/SA	29.1	1.4%	249	2.8%
CC/BP	Community Commercial/ Business Professional (Mixed Use)	CC/SA	25.4	1.2%	--	--
CC	Community Commercial	CC & GC	167.2 159.7	8.1%	--	--
Sub-totals			214.2	10.7%	249	2.8%
Open Space/Public						
P/QP	Public/Quasi-Public	P/QP	64.7	3.1%	--	--
PR	Parks & Recreation	PR	102.8	4.9%	--	--
OS	Open Space	OS	302.0	14.6%	--	--
OS	Paseo (60'-wide)	OS	13.4	0.6%	--	--
UR	Urban Reserve	UR	38.7	1.9%	--	--
Sub-totals			521.6	25.2%	--	--
Right of Way/ Landscape Corridor			193.82	9.2%	--	--
TOTAL			2072.2 ac	100%	8,825	100%

Note: See Table 7-4 for net Paseo total acres

Last Updated September 2023

SIERRA VISTA LAND USE PLAN

Figure 4-1

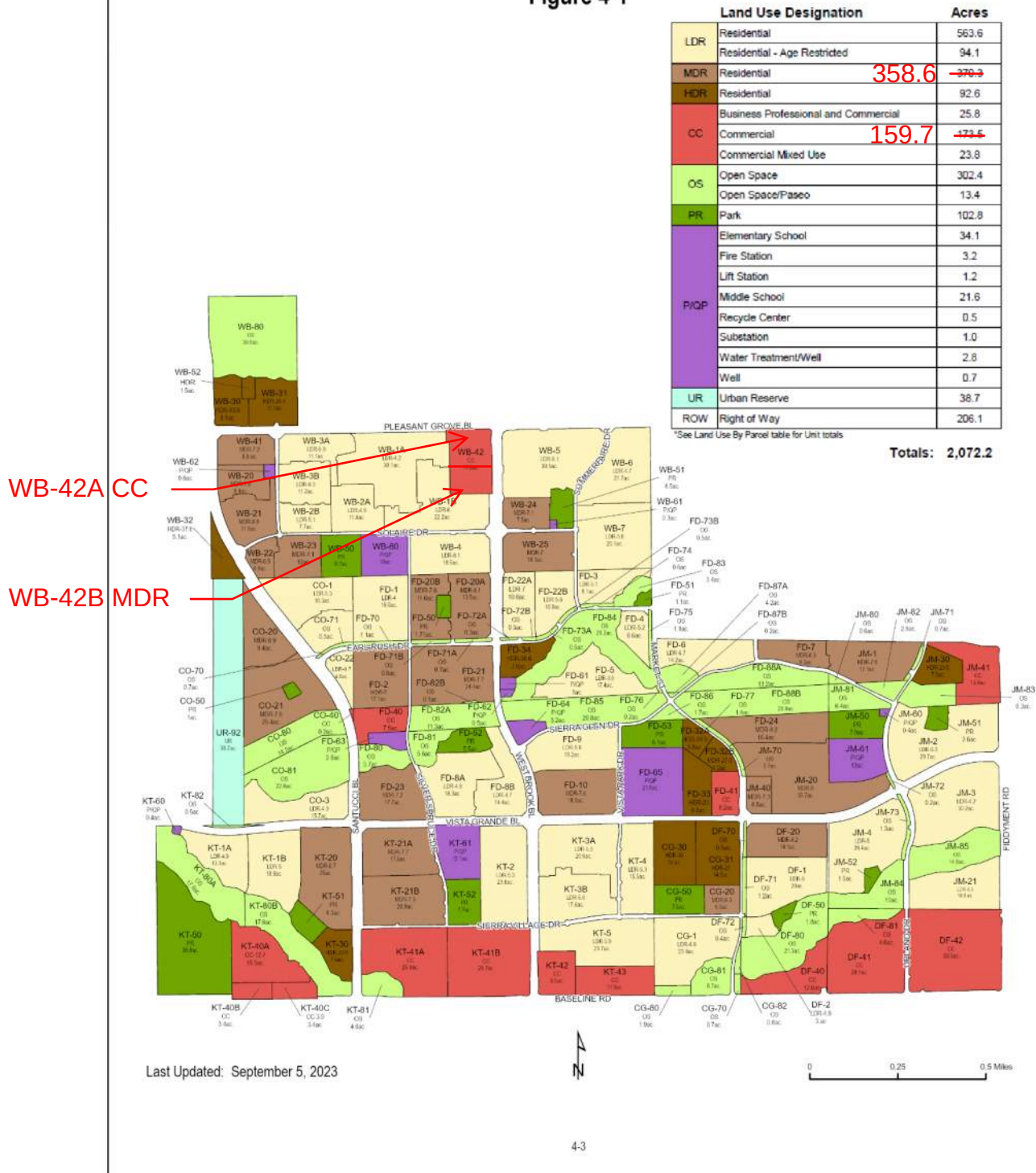


Figure 4-1: Land Use Map

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
UR-92	Urban Reserve	UR	38.72		
Sub-totals (Urban Reserve)			38.72	0	
WB-1A	LDR (Residential – Age-Restricted)	RS/DS	30.30	126	4.2
WB-1B	LDR (Residential – Age-Restricted)	RS/DS	22.20	133	6.0
WB-2A	LDR (Residential – Age-Restricted)	RS/DS	11.81	58	4.9
WB-2B	LDR (Residential – Age-Restricted)	RS/DS	7.67	39	5.1
WB-3A	LDR (Residential – Age-Restricted)	RS/DS	11.10	66	5.9
WB-3B	LDR (Residential – Age-Restricted)	RS/DS	11.23	71	6.3
WB-4	LDR (Residential)	RS/DS	16.50	100	6.1
WB-5	LDR (Residential)	RS/DS	30.50	157	5.1
WB-6	LDR (Residential)	RS/DS	21.70	103	4.7
WB-7	LDR (Residential)	RS/DS	25.14	145	5.8
WB-20	MDR (Residential)	RS/DS	8.88	66	7.9
WB-21	MDR (Residential)	RS/DS	11.80	81	6.9
WB-22	MDR (Residential)	RS/DS	4.80	32	6.7
WB-23	MDR (Residential)	RS/DS	9.88	71	7.3
WB-24	MDR (Residential)	RS/DS	7.50	53	7.1
WB-25	MDR (Residential)	RS/DS	14.30	100	7.0
WB-30	HDR (Residential)	R3	8.06	237	29.4
WB-31	HDR (Residential)	R3	11.10	293	26.4
WB-32	HDR (Residential)	R3	5.11	128	25.0
WB-41	MDR (Residential)	RS/DS	8.5	63	7.4
WB-42A	CC (Commercial)	CC	14.55 7.05		
WB-50	PR (Park)	PR	8.74		
WB-51	PR (Park)	PR	4.47		
WB-52	HDR (Residential)	R3	1.50		
WB-60	Public/Quasi-Public (Elementary School)	P/QP	10.00		
WB-61	Public/Quasi-Public (Well)	P/QP	0.31		
WB-62	Public/Quasi-Public (Lift Station)	P/QP	0.80		
WB-80	OS (Open Space)	OS	36.58		
Sub-totals (Westbrook)			365.64	-2,029 2,082	
ROW	Right of Way/Landscape Corridors		193.82		
Sub-totals (ROW)			193.82	0	
Total			2,072.16	-8,772 8,825	

Table Updated September 2023
(GIS acreages revised January 2021)

WB-42B
RS/DS
7.5 AC
53 units
7.0 du/ac

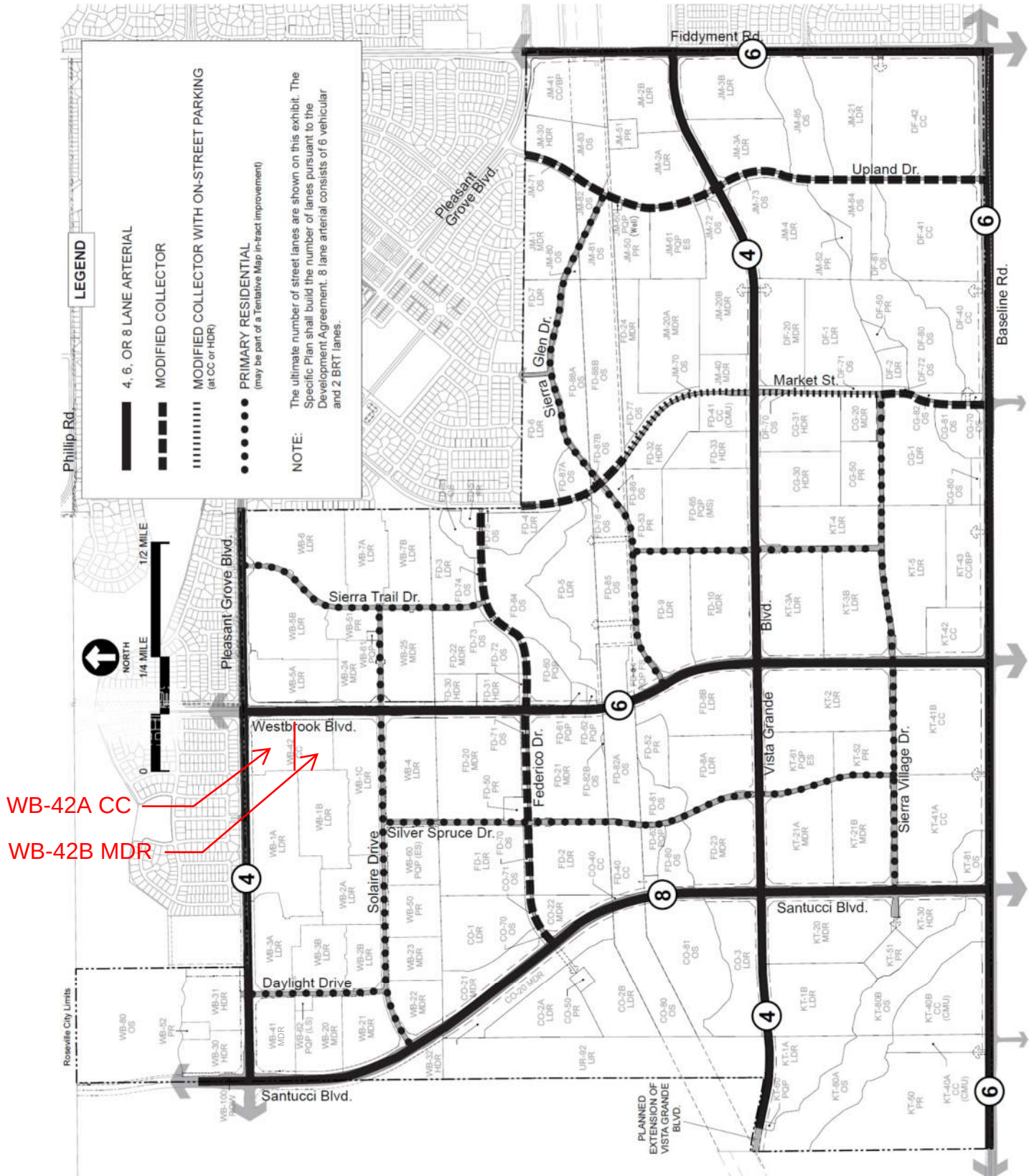
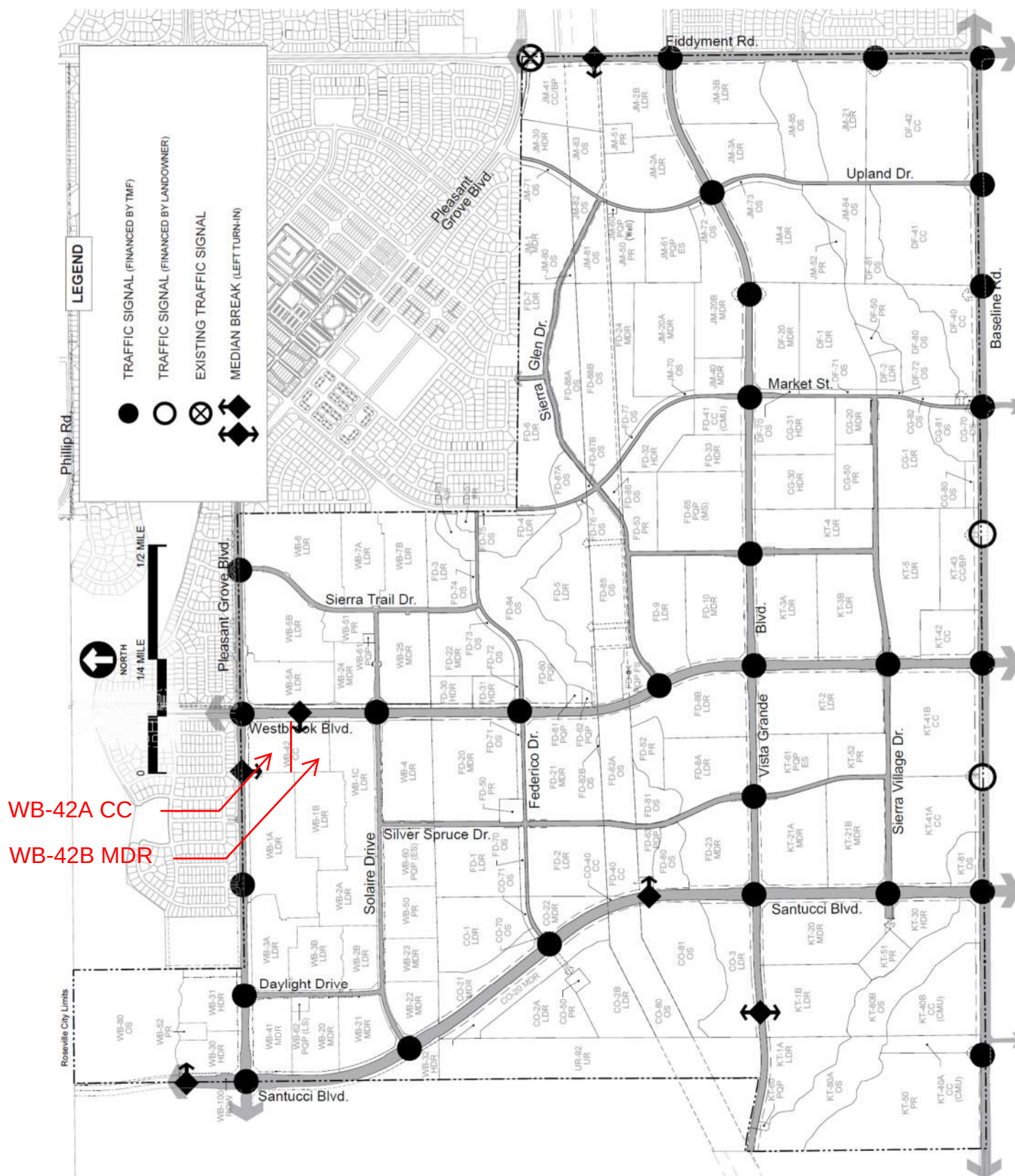


Figure 6-1: Roadway System



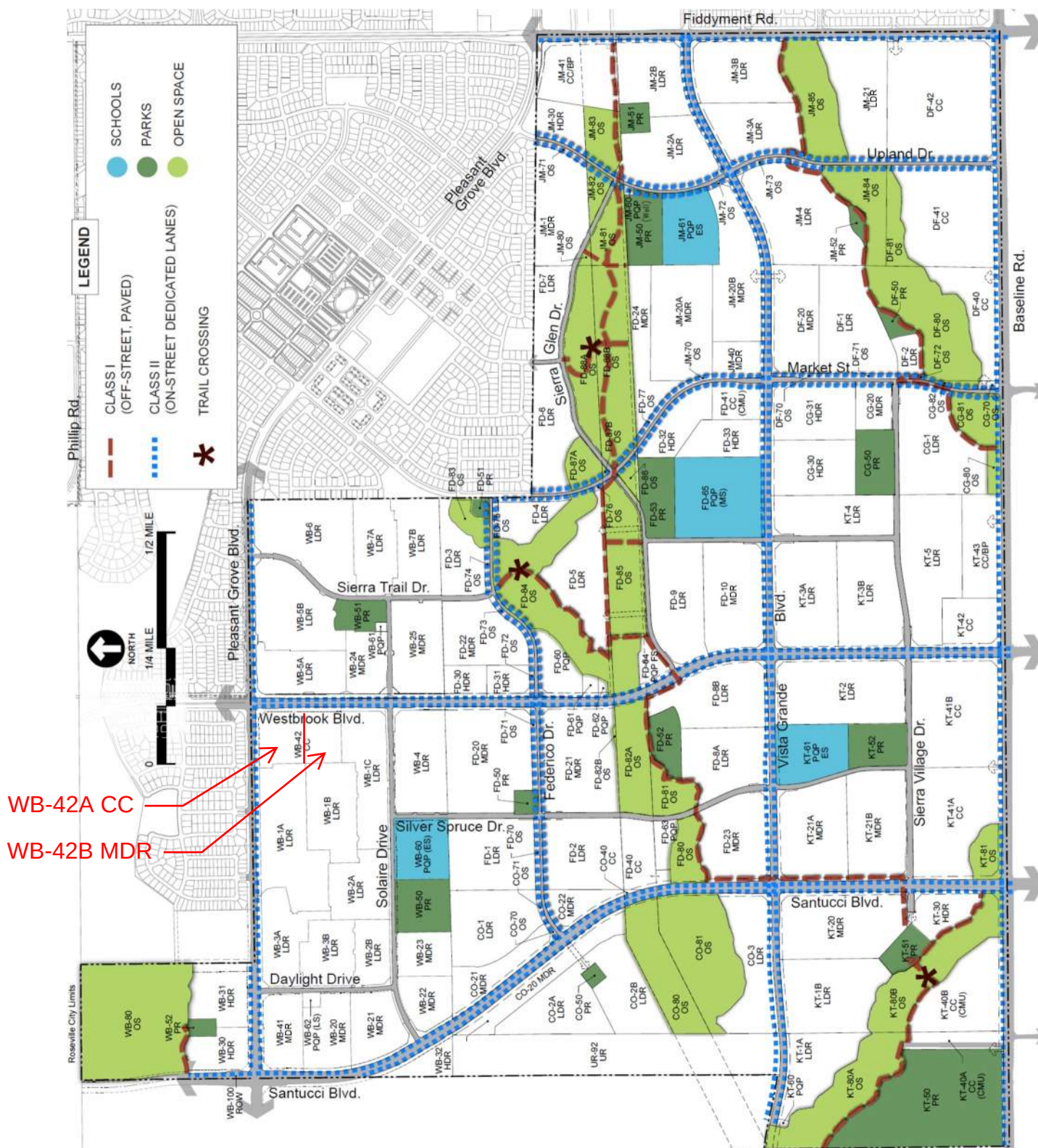


Figure 6-21: Class I and II Bikeways

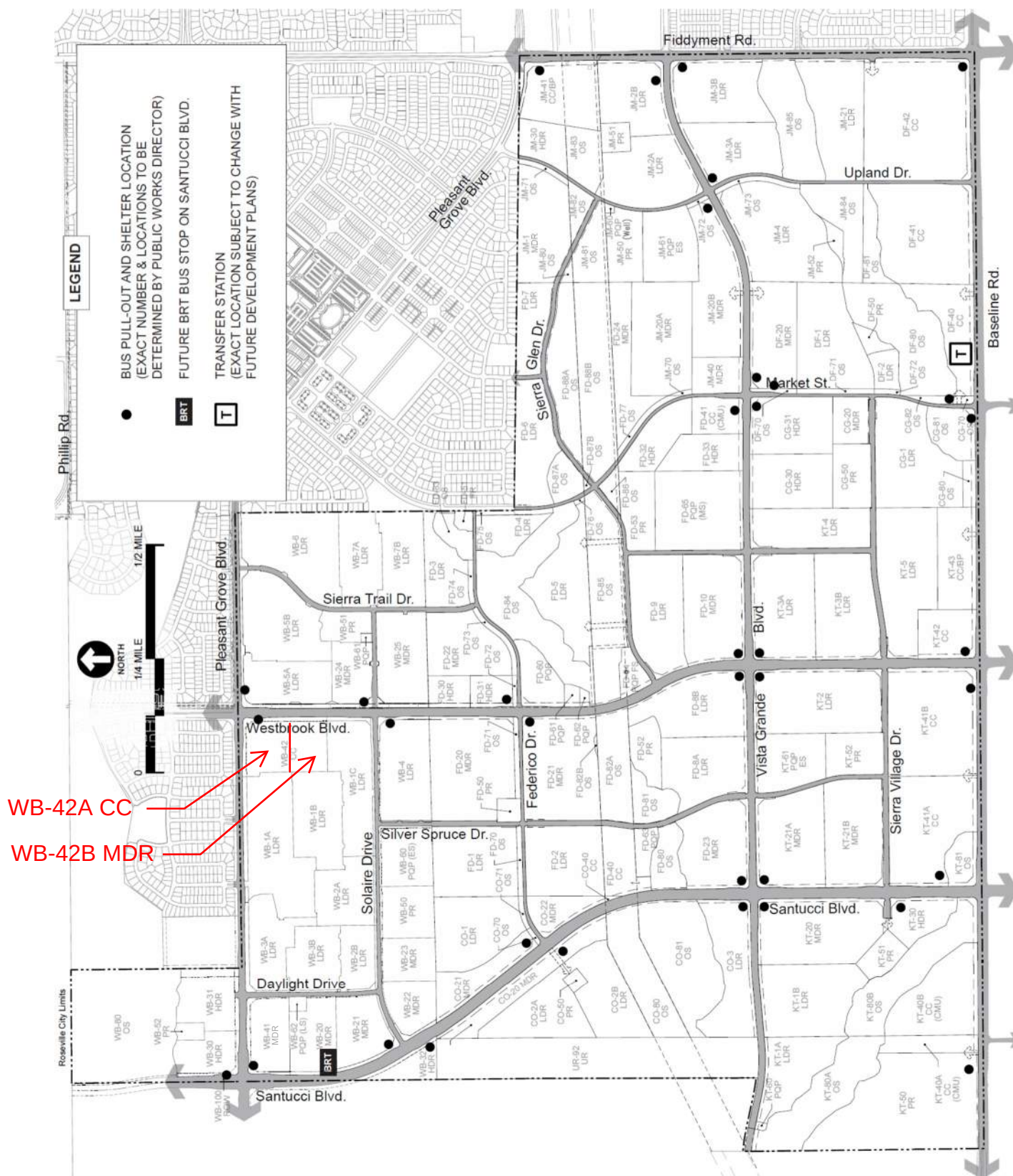


Figure 6-24: Bus Pull-Out and Shelter Locations

6-29



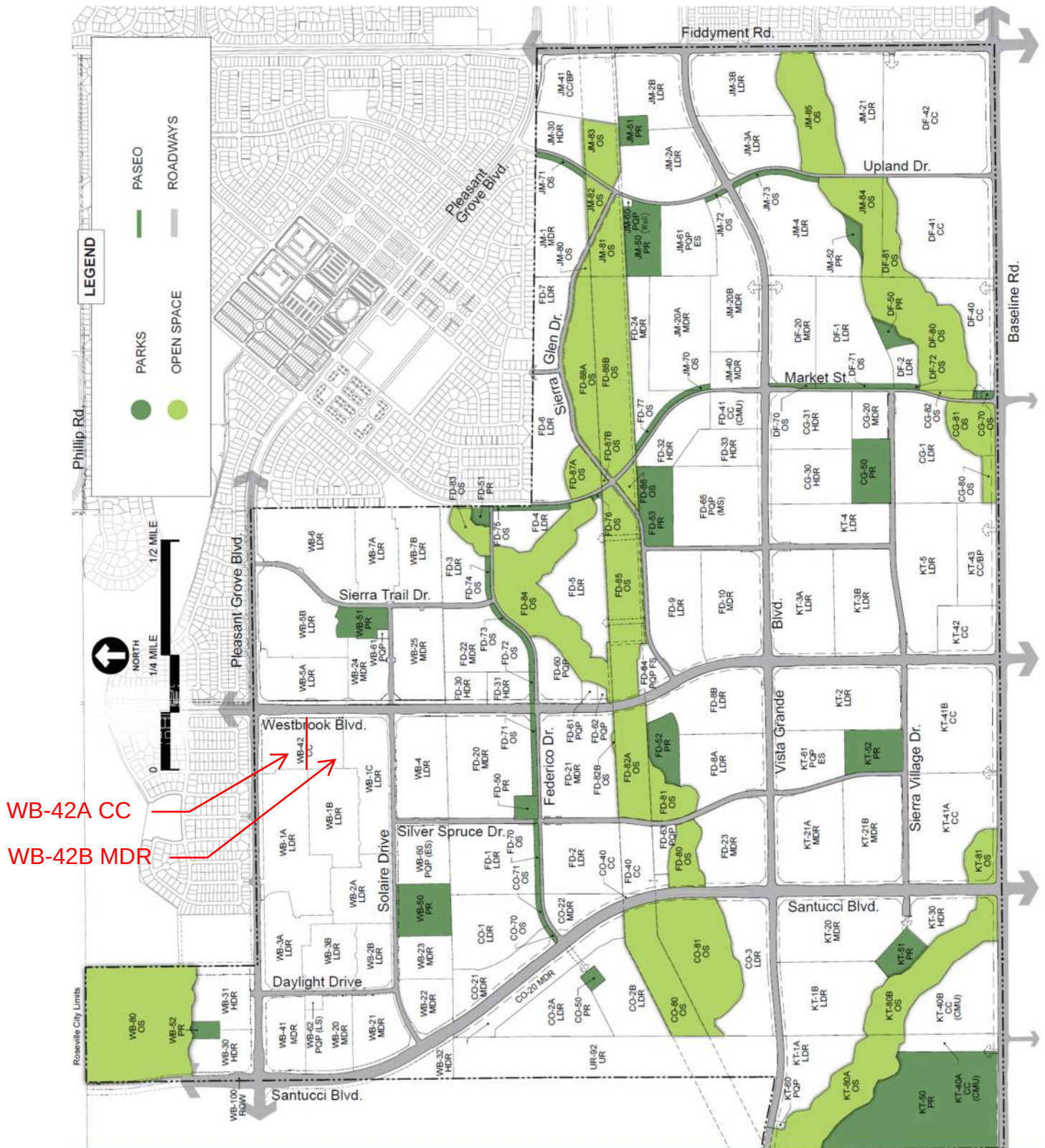
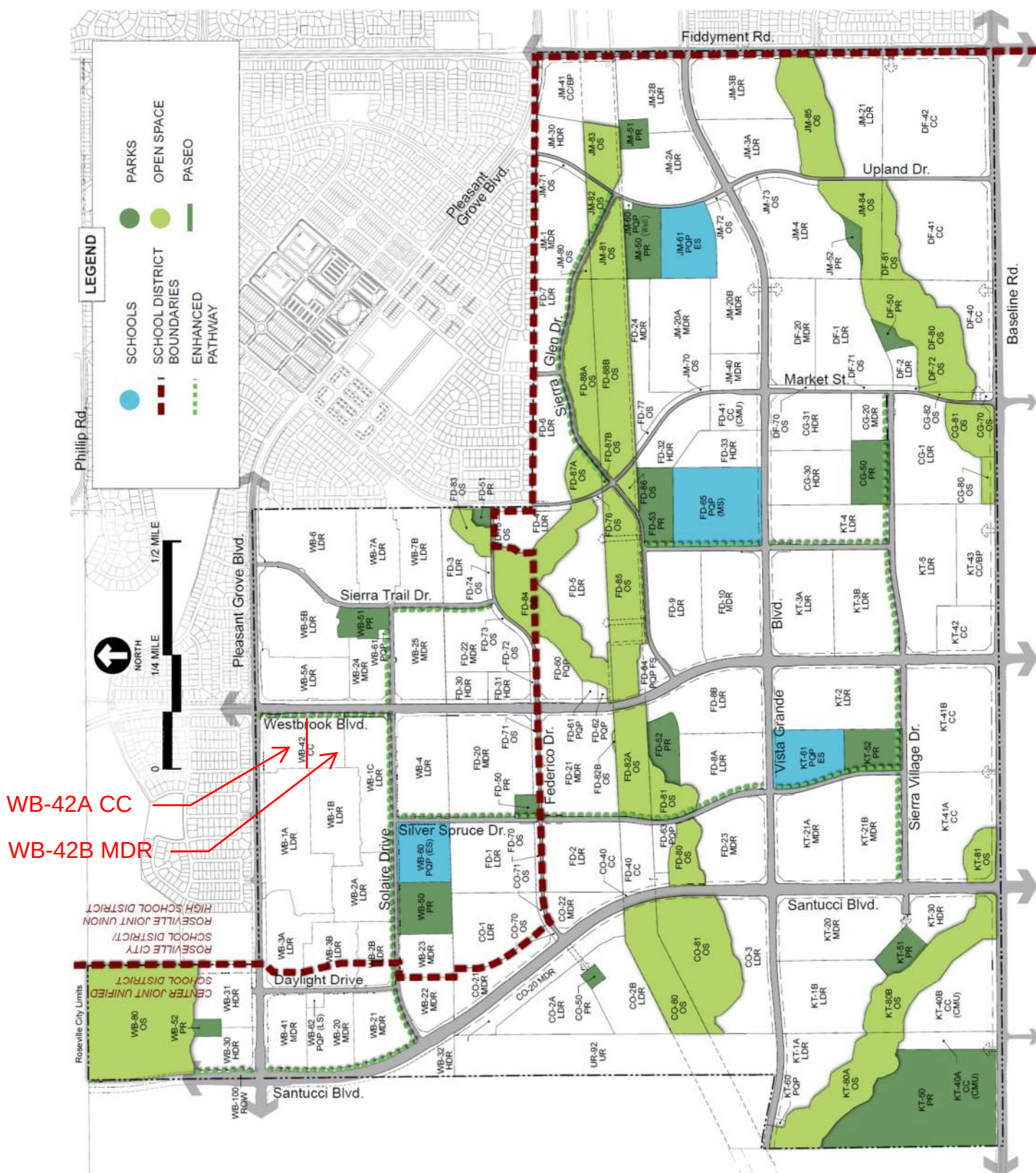
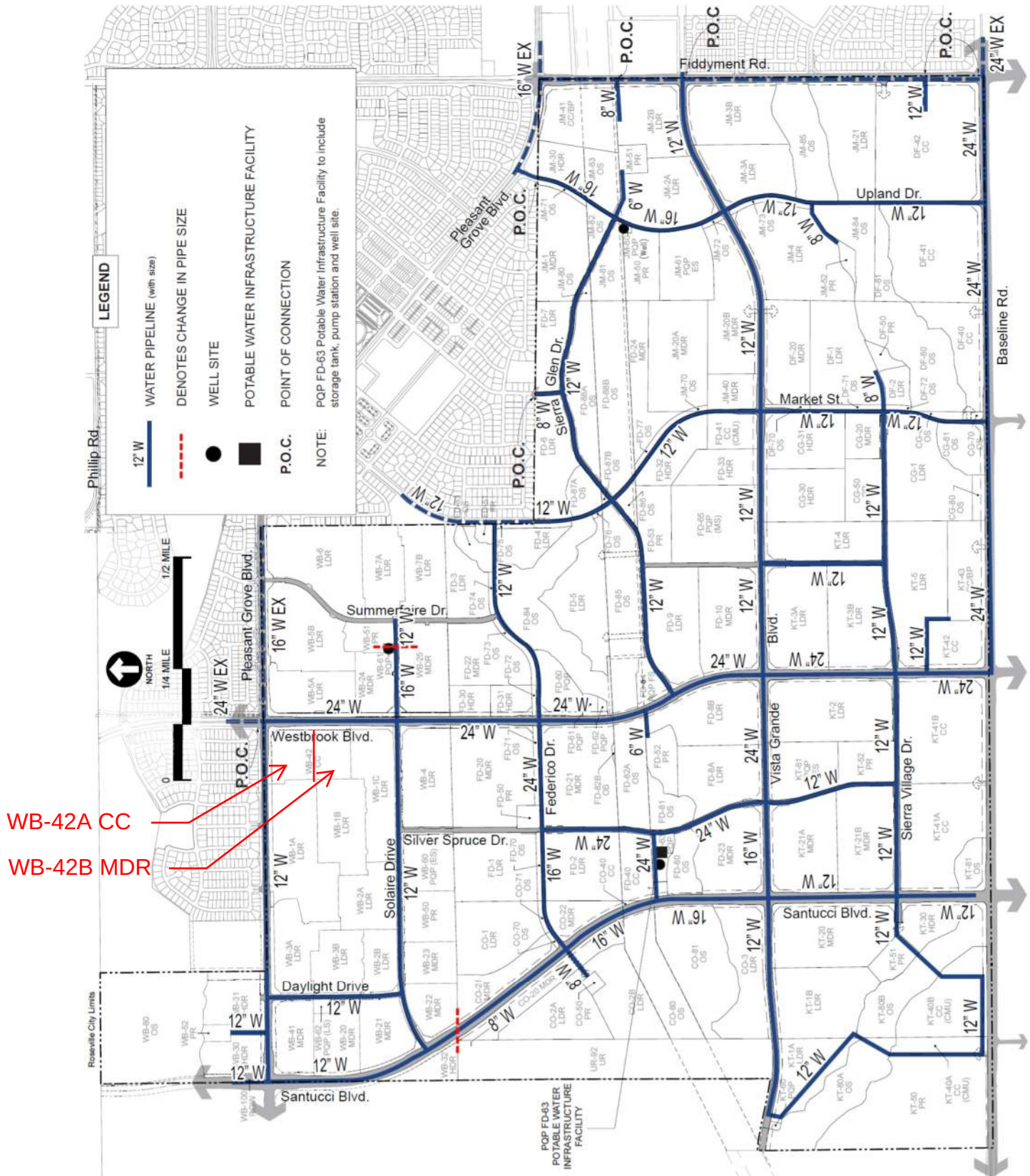


Figure 7-1: Parks and Open Space Plan





City of Roseville



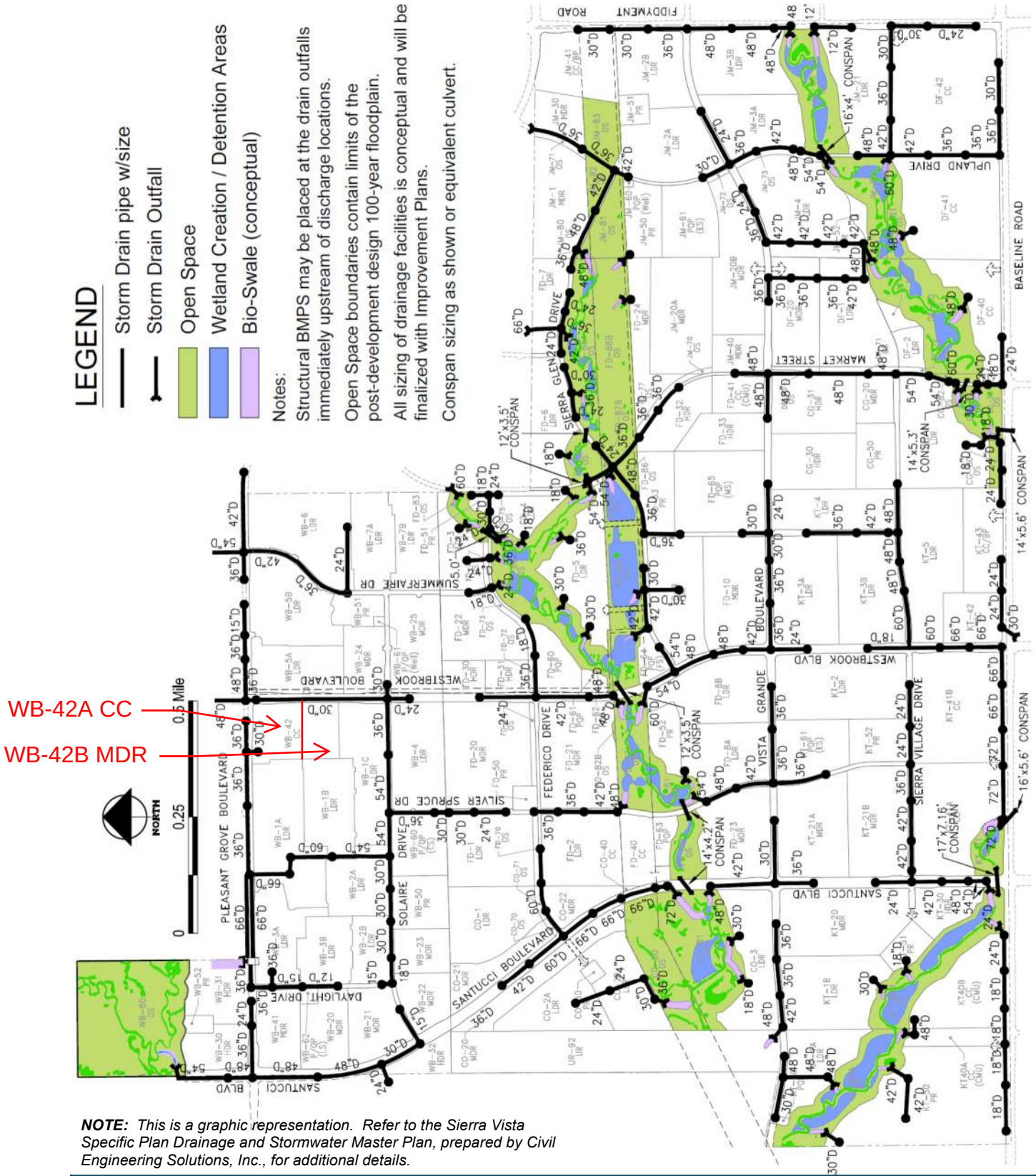


Figure 8-4: Drainage Improvements

8-19



City of Roseville

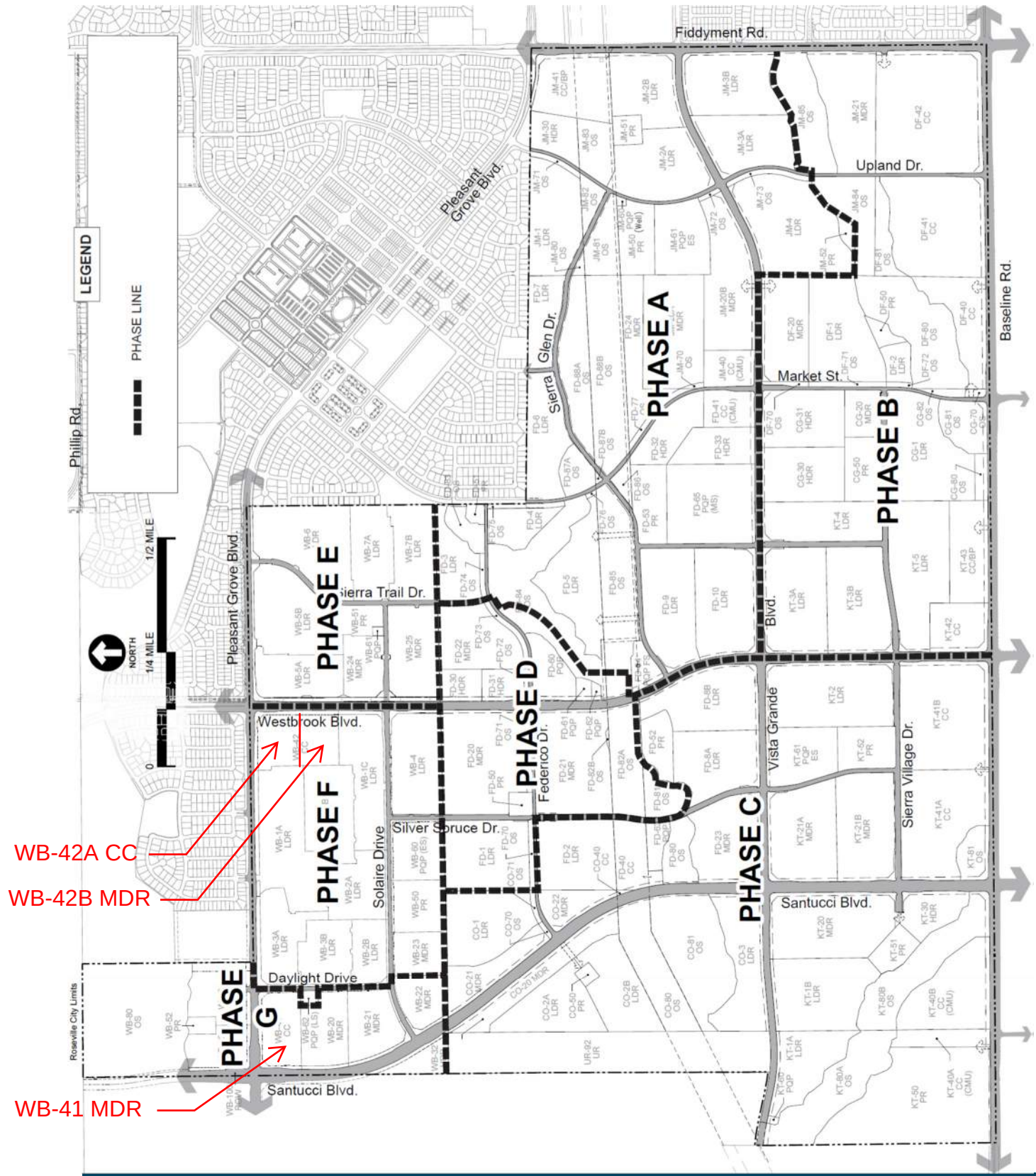


Figure 10-1: Phasing Plan



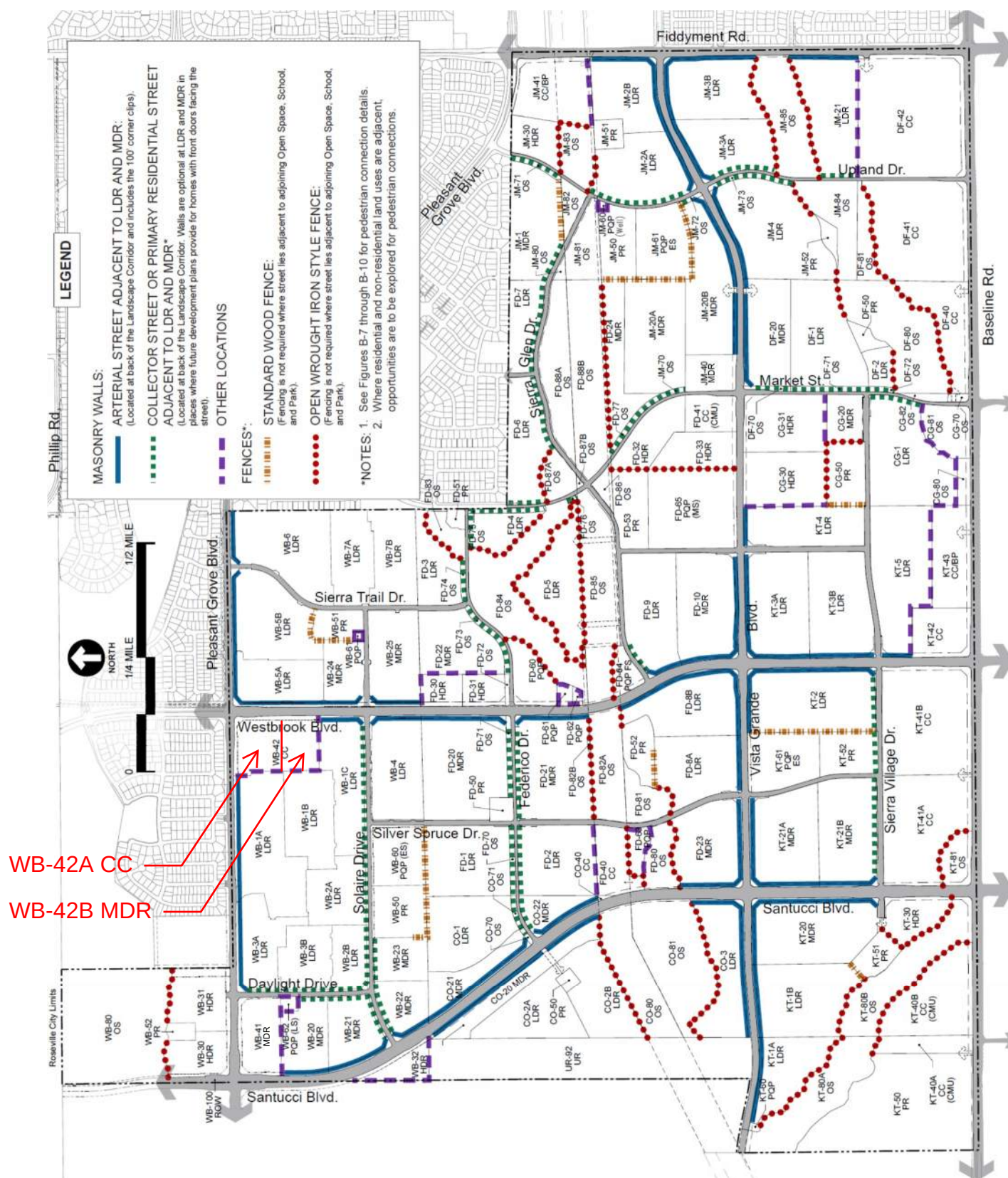
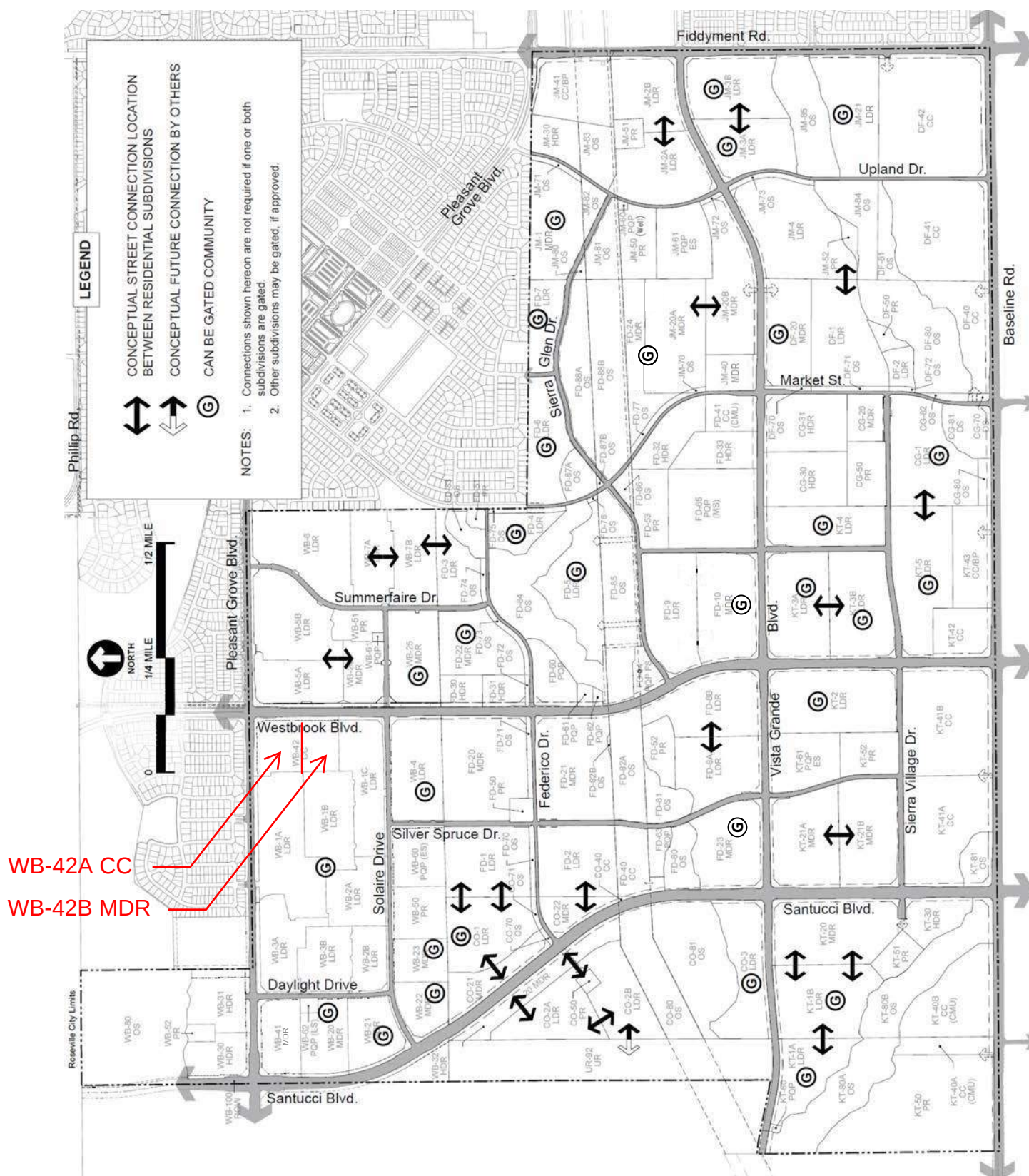




Figure B-5: Paseo Plan





ORDINANCE NO. 6890

ADOPTING A FIFTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Fifth Amendment of the Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed Fifth Amendment to Development Agreement, the City Council considered the 13th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq.

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

1. The Fifth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The Fifth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Fifth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Fifth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Fifth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Fifth Amendment to Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____ 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3643
File #: 0400-05

Title: 2023 Development Agreement Review
Contact: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council find that the parties to the City's seventeen active development agreements have made a good faith effort to comply with the terms and conditions of their respective development agreements during the 2023 review period.

BACKGROUND

California Government Code § 65865.1 and Roseville Zoning Ordinance § 19.84.080 require an annual review of all active development agreements. The purpose of the annual review is to identify the terms, conditions, and obligations of the development agreements and to ensure responsible parties are in compliance with applicable obligations.

The development agreement review document includes a summary matrix for each development agreement, which identifies both completed and outstanding obligations, trigger mechanism/timing details, the department assigned to respective obligations, the task assigned to each department, and the status of respective obligations. For consistency, the City reviews all specific plan and master plan development agreements concurrently rather than the anniversary adoption date of individual agreements.

Evaluation

This consolidated review covers currently active development agreements between the City of Roseville and remaining landowners within seventeen sub-areas that have been entitled for urban development, including five individual Specific Plans and one Master Plan in the North Industrial Plan Area. The seventeen development agreements and landowners include the following:

Amoruso Specific Plan (148.7 acres)

1. Brookfield Sunset, LLC and Amoruso Family Living Trust

Amoruso Specific Plan (525.7 acres)

2. Brookfield Sunset, LLC and Amoruso Family Living Trust

Creekview Specific Plan

3. 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

Northeast Roseville Specific Plan

4. Kaiser Hospital

North Industrial Plan Area - Hewlett-Packard Roseville Campus Master Plan

5. Hewlett Packard Company, BBC Roseville Oaks, LLC and Quality Investment Properties, California Bank & Trust, and R10 Roseville LLC

Sierra Vista Specific Plan

6. Barbaccia – Cyril G. Barbaccia Irrevocable Trust

7. Baseline P&R – Baseline P&R, LLC, Sierra Vista Communities, and KV Sierra Vista

8. Baybrook – Baybrook Limited Partnership and KV Sierra Vista

9. DF Properties – DF Properties, Inc. and SV 218, LLC.

10. Mourier Investments, LLC

11. Mourier & Bagley – Mourier Investments, LLC, Bagley & Associates, L.P., and John Mourier Construction, Inc

12. Mourier & Computer - Mourier Investments, LLC, Computer Deductions, Inc., and John Mourier Construction, LLC

13. Mourier & Wealth – Mourier Investments, LLC, Wealth Properties, Inc., and John Mourier Construction, Inc.

14. Westbrook - Westpark SV 400, LLC and Pine Island Apartments, LLC

15. Westpark Federico - Westpark Federico, LLC, Mourier Investments, LLC and Federico-Tyler Family Limited Partnership

West Roseville Specific Plan

16. Fiddymment - Fiddymment Land Venture, LLC, ATC Realty One, LLC, Fiddymment 116 Lots, LLC, Roseville Schools, LLC, Jen

California 15, LLC, Taylor Morrison of California, LLC, and West Roseville Development Company, Inc.

17. 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 31, 2023.

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. However, 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 2023 reporting period, staff has determined that all landowners have satisfied all applicable terms and conditions, and no deficiencies are required to be cured.

The next annual reporting cycle began on January 1, 2024, and will conclude on December 31,

2024.

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 2023 Development Agreement review will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (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.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Stacie Marchetti, Management Analyst

Mike Isom, Development Services Director

ATTACHMENTS:

Description

2023 Amoruso Specific Plan (525.7) DA Obligations

2023 Amoruso Specific Plan (148.7) DA Obligations

2023 Creekview Specific Plan DA Obligations

2023 HP Master Plan and Campus Oaks DA Obligations

2023 Northeast Roseville Specific Plan - Kaiser DA Obligations

2023 Sierra Vista Specific Plan - Barbaccia DA Obligations

2023 Sierra Vista Specific Plan - Baseline P&R DA Obligations

2023 Sierra Vista Specific Plan -Baybrook DA Obligations

2023 Sierra Vista Specific Plan - DF Properties DA Obligations

2023 Sierra Vista Specific Plan - Mourier & Bagley DA Obligations

2023 Sierra Vista Specific Plan - Mourier and Computer Deductions DA Obligations

2023 Sierra Vista Specific Plan - Mourier and Wealth DA Obligations

2023 Sierra Vista Specific Plan - Mourier DA Obligations

2023 Sierra Vista Specific Plan - Westbrook DA Obligations

2023 Sierra Vista Specific Plan - Westpark Federico DA Obligations

2023 West Roseville Specific Plan - Fiddymment DA Obligations

2023 West Roseville Specific Plan - Westpark DA Obligations

**Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso
Family Living Trust Dated March 14, 2005
Amoruso Specific Plan (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.**

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Brookfield Sunset, LLC	August 5, 2016	30 Years	5708
Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	August 5, 2016	30 Years	5708
Amendment #1 Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	April 1, 2020		6205
Amendment #2 Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	May 11, 2022		6482 and 6483

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

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 and Parks
Status	Complete
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 33.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard and Roads B and D east of Westbrook Boulevard.
Department	Engineering Division
Status	Complete
Section	3.5.12
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 range 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	Complete
Section	3.7.1
Title	Placer County Water Agency Supply Amendment #1 – Ord. #6205 - Deleted
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	Deleted 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 as shown on Exhibit "N" that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the infrastructure Phasing "Exhibit "BB".
Department	Environmental Utilities
Status	Complete
Section	3.9.3
Title	Recycled Water Engineering Report

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Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality. Control Board and State Department of Public Health I documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control -Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities
Status	Complete
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("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	Formed – Obligation Complete
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.
Department	Engineering Division
Status	Complete
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

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Status	Obligation complete, District formed Ongoing levy will cover maintenance costs.
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	Obligation complete. Annexed into District.
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	Obligation complete, Annexed into District and will be levied as parcels develop.
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/ Engineering Division
Status	Services CFD has been formed by Finance.

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #6205 Amendment #2 – Ord. #6483
Obligation	Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vest entitlement and right to develop the Property in accordance with the terms a conditions of the Entitlements, including, but not limited to, allocation residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and approximate gross acreages for all land uses for the property as shown in the Specific Plan Land Plan in Exhibit “E”, attached herto and summarized below: Low Density Residential – 1,099 units of 219.1 acres

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	Medium Density Residential – 695 units on 69.3 acres High Density Residential - 873 units on 37.9 acres Community Commercial - 23.7 acres Community Commercial/Village District – 159 units on 27.2 acres Park – 22.2acres Open Space – 144.6acres Open Space (Paseos) –11.0 acres School – 9.6 acres Public/ Quasi Public –7.5 acres Right of Way –51.7 acres NAPOTS (Placer Parkway) 50.6 acres Total: 674.4 acres Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, and as more fully set forth in Section 2.4.1 below.				
Department	Planning Division				
Status	Ongoing obligation				
Section	2.6				
Title	Affordable Housing				
Obligation	Landowner shall provide 283 units affordable to very low and low-income households 40% for very low and 60% for low income households.				
Department	Housing Department				
Status	Prior to issuance of a building permit for any affordable unit on any parcel within the project, City and landowner shall enter into the Affordable Rental Housing Agreement. Currently not in Development				
Section	2.6.1				
Title	Multi Family Affordable Rental Units				
Obligation	2.6.1.1 – 283 affordable rental units will be reserved within the property. 113 units for rental to very low income households and 170 units for rental to low income:				
	Parcel	Total units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	AR-19	230	170	68	102
	AR-44	150	113	45	68
	Total	380	283	113	170
Department	Housing Department				
Status	Currently not in development				
Section	2.7.2				
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				

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Status	Ongoing obligation
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	Ongoing obligation
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

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	section. Except as provided below in : Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 112 of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and_ driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements").
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3
Title	West Sunset Boulevard
Obligation	Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately-north of the Annexation Area'(the "West Sunset Improvements" to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits H-3-A, -B, and -C" hereto: Initially, the West Sunset Improvements shall consist of an all-weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.1
Title	Timing of Dedication and Security for Road Improvements
Obligation	Rights-of-way for the arterial roadways and the NAPOTS Area shall be dedicated as an IOD to the-City as set forth in Section; 3.2 and 3.3.1, and 'with the recordation of the first Large Lot Map. All other dedications of roadways to the City, shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4.2
Title	Timing of Dedication and Security for Road Improvements
Obligation	Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to arterial roadways and the single collector street in the Project to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.5

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Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the City Engineer.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines.
Department	Planning Division
Status	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 (consistent with the City's Water Efficient Landscape Ordinance) within the landscape planter, including, street trees (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

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	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	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline road and Walegra Road.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the city and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard, the extension of vista Grande boulevard as provided in Section 3.5.14 above, and the West Sunset Boulevard / Fiddymont Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation

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	proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway- improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management
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	Ongoing obligation
Section	3.6.1
Title	Lift Station Sites
Obligation	Landowner shall, at its expense design and construct two sewer lift stations (Parcels

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	AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards.
Department	Environmental Utilities
Status	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 ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".
Department	Environmental Utilities
Status	Ongoing obligation
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	Ongoing obligation
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	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 for maintenance purposes.
Department	Environmental Utilities
Status	Ongoing obligation
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

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	excess of that required to serve the development of the Property (excluding any operational adjustments by City).
Department	Environmental Utilities
Status	Ongoing obligation
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	Ongoing obligation
Section	3.7.2
Title	Financing of Water Supply Amendment #1 – Ord. #6205
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 PCWA Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCWA Tinker Road Facility. Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment, or transmission facilities (other than those which may be required by other sections of this Agreement) except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the then existing City ordinances and this Agreement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.3
Title	Groundwater Well Amendment #1 – Ord. #6205 Amendment #2 – Ord. #6483
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. 3.7.3.1 Parcel Dedication. Landowner shall dedicate to City Parcel AR-58 for City facilities, including a groundwater well, at the approximate location shown on Exhibit

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	"L". Landowner shall construct frontage improvements for Parcel AR-58, including water, recycled water, wastewater, storm drainage, electric and communication fiber conduit. <u>3.7.3.2 Well Construction Requirements.</u> As shown in Exhibits "L" and "N", the water facilities site shall be constructed adjacent to the 24" water line be constructed in Road B, and be connected to that 24" water line with a 16" water line within Road A, or other pipe sizes as may be approved by City's Environmental Utility Director pursuant to updated water studies. 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 by 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 (the "Well Construction Requirements"). City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities. 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, be designed for Aquifer Storage and Recovery, 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, Landowner shall, at its own cost, work with the City to relocate the well site within the Project to an alternative site mutually agreed to by City and Landowner until these objectives are satisfied. Landowner shall contact the City Environmental Utilities Department prior to design and construction of the production well. The production well shall be in operation at the time of occupancy of the 1,250th residential unit in the Project. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. In addition, notwithstanding the foregoing, the well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1,000 feet of the well. If City determines that the production well is required prior to the occupancy of the 1,250th residential unit in the Project, City has the right to construct the test well and the production well. Landowner shall reimburse City for the actual cost of the below ground improvements for the test well and production well, as set forth above, including annual CCI adjustments of such costs, upon occupancy of the 1,250th residential unit in the Project. If City constructs the test well and production well prior to the occupancy of the 1,250th residential unit in the Project, Landowner agrees to construct an all-weather access roadway within either the Road A or Road B RoW and all associated infrastructure necessary to serve Parcel AR-58 as specified in this Section 3.7.3 within one (1) year of notification from City if Road B has not otherwise already been constructed by Landowner. Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.3.2. Landowner shall, prior to the issuance of the first building permit in the Project phase where an existing well is located, destroy the well or wells in that particular Project phase from among the two existing agriculture irrigation wells and one domestic well in the Project Area. Landowner shall obtain from City a Well Permit and follow the
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	California Well Standards for the destruction of the wells on the Property. All construction plans shall be designed pursuant to City's then current Standards and mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay the then current plan check, mapping and inspection costs as incurred by City for review, mapping, and inspection of the destruction of the wells.
Department	Environmental Utilities
Status	Ongoing obligation
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	Ongoing obligation
Section	3.7.5
Title	Periodic Confirmation of Water Conservation Goal Amendment #1 – Ord. #6205
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. 3.7.5 Water Conservation Goal. 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. 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 Water Conservation Plan which includes a reduction in water use by approximately 15% over current (i.e., Effective Date of this Agreement) use characteristics. The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Landowner 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 Project. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real-time basis. If the City determines that water consumption exceeds what was anticipated, and will negatively affect the City's ability to provide water for the Project, then the

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	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. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the approximately 15% over current potable water usage as set forth herein, and the then built portion of the Project has met its approximately 15% objective set forth in this Section 3.7.5, 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 approximately 15% objective set forth in this Section 3.7.5. 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 Project 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	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	Ongoing obligation
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	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 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	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements

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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	Ongoing obligation
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	Ongoing obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyer that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the C&Rs for the Property. The disclosure shall describe the location of groundwater, wells and water storage facilities.
Department	Landowner
Status	Developer's responsibility
Section	3.8.8
Title	Water Service Area Boundary Modification Amendment #2 – Ord. #6483
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. There should be no delay or refusal to issue building permits in the Project by City while City is modifying the service area boundary to include the Project.
Department	Environmental Utilities
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, 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	Ongoing Obligation
Section	3.9.1

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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	Ongoing obligation
Section	3.9.2.
Title	Recycled Water Facilities for Reimbursement Amendment #1 – Ord. #6205 Amendment #2 – Ord. #6483
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. 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 party. Landowner shall likewise be required to contribute its pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station located north of the Pleasant Grove Wastewater Treatment Plant that is required to serve the WRSP, as set forth in Section 3.27 and 3.28 of this Agreement, and as set forth in Exhibits "Q-1" and "Q-2". Landowner's pro-rata share of the cost expansion of the WRSP recycled water tank and pump station referenced herein, estimated at \$2.287 million, shall be paid through the CFD for the Project, with payment from the CFD not required until after the 1,250th building permit is issued in the Project. If City institutes a recycled water connection fee, or such fee is embedded into City's revised water connection fee (which encompasses the estimated \$2.287 million for expansion of the WRSP recycled water tank and pump station described in the preceding paragraph), prior to the issuance of any building permits in the Project, Landowner shall not be responsible for the payment of the estimated \$2.287 million pro-rata share of the cost of the expansion of the WRSP recycled water tank and pump station except through the payment of the City recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the expansion of the WRSP recycled water tank and pump station.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.9.4

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Title	Recycled Water Use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for 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	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 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	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.
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.

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	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	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 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

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Status	Ongoing obligation
Section	3.10.6
Title	Off-Site Monitoring
Obligation	City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner acknowledges and takes responsibility for erosion impacts to such City owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property.
Department	Environmental Utilities
Status	Currently not in development
Section	3.10.7
Title	Annexation Into Regional Flood Control Program
Obligation	City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project, City shall need to update the Regional Flood Control Program and the Drainage Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix "B" of the Dry Utility Plan for the Project.
Department	Electric
Status	Currently not in development
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	For purposes of this section, "on-site" means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	For purposes of this section, "off-site" means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct or finance

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	the construction of off- site 12kV electric distribution facilities as directed by the Electric Utility Director: Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric
Status	Currently not in development
Section	3.11.3
Title	CSP Electric Substation Amendment #1 – Ord. #6205
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. 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 923rd residential building permit, or combination of building permits, in the CSP. Should the Substation Site not have been dedicated to City, graded with access provided at the time that Landowner wishes to proceed with development of the Project, Landowner shall have the right to cause such dedication, grading and provision of access to the Substation Site for City to construct the electric substation that will serve both the CSP and the Project. Where the CSP Developer has not provided the Substation Site and associated improvements required in the CSP development agreement, then, provided that Landowner provides an access road, power line, temporary easements, and Substation Site as defined in the CSP development agreement prior to the issuance of the 500th residential building permit in the ARSP, the City shall not restrict the issuance of any additional building permits in the ARSP beyond the 500 residential building permits noted herein on the basis of insufficient electrical service capacity for the balance of the Project. Should there be a delay by the CSP Developer or Landowner, as provided herein, in dedicating the Substation Site and associated improvements as required in the CSP development agreement, such delay shall result in the delay in the availability of power to the ARSP until such time as the Substation Site is fully operational with the ability to serve the remainder of the ARSP. Landowner acknowledges that, in the absence of any available capacity utilizing temporary lines that could serve the Project on an interim basis, the CSP electric substation must be in operation and 12kV circuits extended to the Project for electric service to be provided to the Plan Area, subject to the provisions set forth above. In addition to the Substation Site, Landowner shall install an all-weather access road along the south side of Pleasant Grove Creek from the southeast corner of the CSP to the Westbrook Boulevard bridge crossing over Pleasant Grove Creek sufficient to allow the construction and maintenance of the 60kV overhead power line required to feed the CSP electric substation.
Department	Electric
Status	Currently not in development
Section	3.11.4

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Title	60kV Disclosure Amendment #1 – Ord. #6205
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. Exhibit "U" to the Agreement is hereby deleted, and the 60kV electric line serving the Substation Site referenced in Section 3.11.3 above is shown in Exhibit "CC" to the CSP development agreement.
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

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	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	Ongoing obligation
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	Ongoing obligation
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	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 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	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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee Amendment #1 – Ord. #6205
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.

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	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. 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 \$2,917 per Low Density Residential unit, \$2,492 per Medium Density Residential unit, and \$2,067 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	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. 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	Ongoing obligation
Section	3.12.4
Title	City Wide Park Fee Amendment #1 – Ord. #6205
Obligation	Upon issuance of each residential building permit within the Project, Landowner shall pay a City Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Upon issuance of each residential building permit within the Project, Landowner shall pay a City-Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City-Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,680 per Low Density Residential unit, \$1,435 per Medium Density Residential unit, and \$1,190 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	Ongoing obligation

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Section	3.12.5
Title	City-Wide Park In-Lieu Fee Amendment #1 – Ord. #6205
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a citywide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to the City-Wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density 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. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon issuance of each residential building permit within the Project, to fund improvements to the City-wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,222 per Low Density Residential unit, \$1,044 per Medium Density Residential unit, and \$866 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	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	Ongoing obligation
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.

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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

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	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	Ongoing obligation
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	Ongoing obligation
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	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances; special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities

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Obligation	Landowner 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	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	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	Ongoing obligation
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	Ongoing obligation

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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 Amendment #1 – Ord. #6205
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,

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	with the consent of Landowner or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: • Maximum annual taxes for residential units shall not exceed 2.00% of the assessed valuation. • Special tax to be levied for as long as needed to service the principal and interest on bond debt, and pay any additional authorized facilities not reimbursed with bond proceeds in the funding. • City shall not unreasonably deny the max annual tax escalating 2% per year. • Include development impact fees for public improvements. • City shall consider a reasonable interest component for any authorized facilities reimbursed with pay as you go provided for in the funding, construction and acquisition agreement. • Landowner may utilize the statewide community infrastructure program for eligible impact fees. • Landowner may utilize a phased bond sale(s). • Landowner may utilize private placement of bonds. • If CFD's are formed, allowance for the transfer of the assigned special tax from one large lot parcel to another (with certain criteria listed in 3.17.1.2.j). 3.17.1.2 Landowner may utilize the Statewide Community Infrastructure Program (SCIP) program and/or the Bond Opportunities for Land Development (BOLD) program for any eligible impact fees. 3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/ acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Parts of this area are formed, and the others are part of the future annexation area, just need to be annexed in when ready if needed.
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

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	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	Finance Department
Status	Obligation ongoing
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	3.20.3
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	3.22
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

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	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	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: 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.

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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	Ongoing obligation
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
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Amoruso Specific Plan (148.7 Acres) Development Agreement Implementation Matrix**

Owner Name: **Brookfield Sunset, LLC**
John Norman
2271 Lava Ridge Court
Roseville, CA 95661

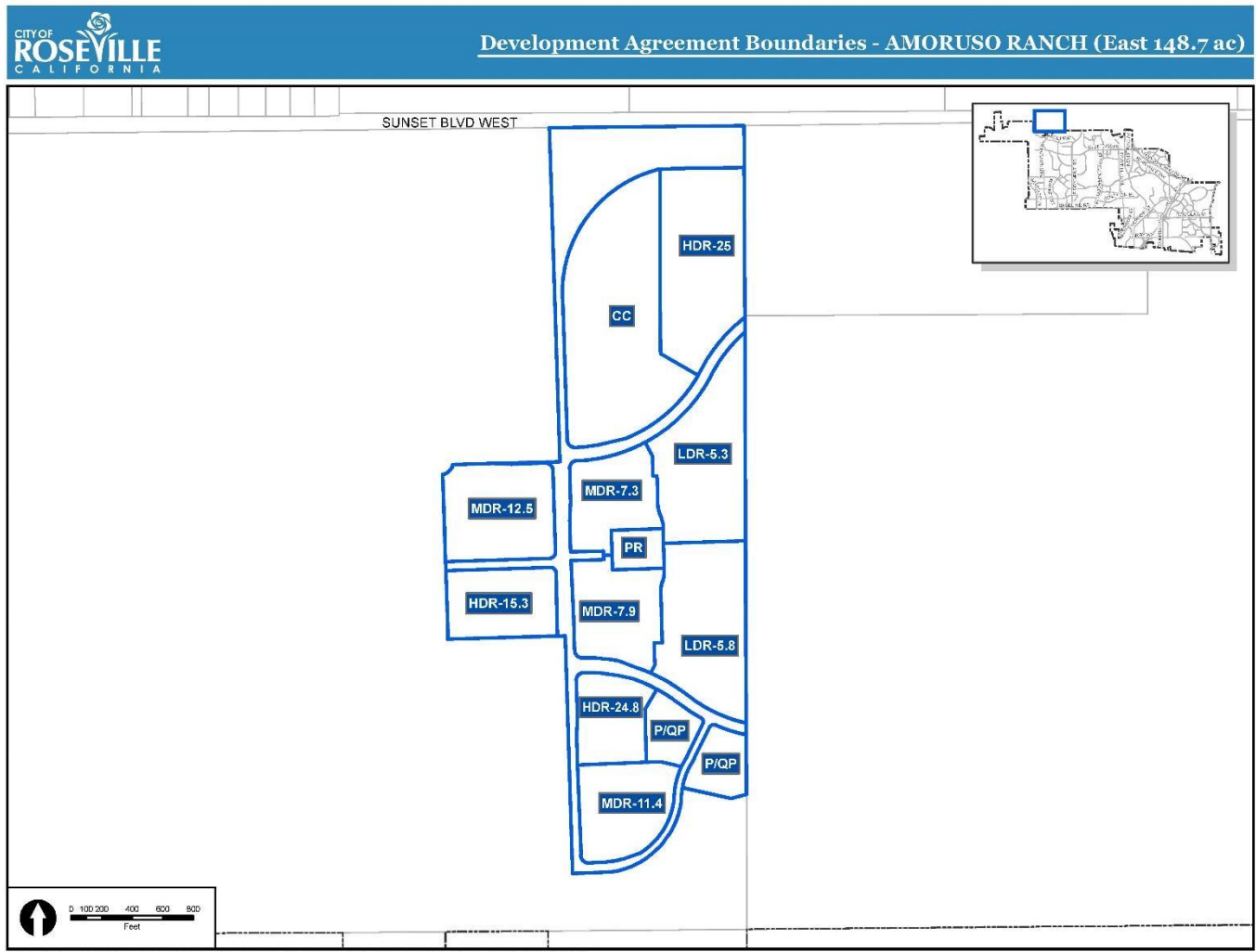
**Jennifer M. Amoruso, Successor Trustee of the Amoruso
Family Living Trust Dated March 14, 2005**
PO Box 640
Plymouth, CA 95669

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

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Brookfield Sunset, LLC	August 5, 2016	30 Years	5709
Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	August 5, 2016	30 Years	5709
Amendment #1 Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005	April 1, 2020		6205
Amendment #2 Brookfield Sunset, LLC and Jennifer M Amoruso, Successor Trustee of Amoruso Family Living Trust Dated March 14, 2005	May 11, 2022		6482 6484

Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005
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Note: Map below indicates property governed by Landowners per the initial Development Agreements



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Development Agreement Obligations <u>Complete</u> as of December 2023	
Section	2.7.1
Title	404 Permit
Obligation	Landowner to obtain from the Army of Corps 404 permit
Department	Engineering Division
Status	Permit issued July 16, 2020
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 issued July 16, 2020.
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 issued. Obligation complete.
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Sections 3.2 and 33.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard and Roads B and D east of Westbrook Boulevard.
Department	Engineering Division
Status	Obligation Complete
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	Obligation complete
Section	3.7.1
Title	Placer County Water Agency Supply Amendment #1 – Ord. #6205 – Deleted
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

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	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	Deleted Obligation
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	Parks
Status	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system 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	Obligation Complete
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	Obligation Complete
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services ("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	Formed – Obligation Complete
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support

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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	Obligation Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #6205 Amendment #2 – Ord. #6484
Obligation	Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vest entitlement and right to develop the Property in accordance with the terms a conditions of the Entitlements, including, but not limited to, allocation residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and approximate gross acreages for all land uses for the property as shown in the Specific Plan Land Plan in Exhibit “E”, attached herto and summarized below: Low Density Residential – 1,099 units on 219.1 acres Medium Density Residential – 695 units on 69.3 acres High Density Residential - 873 units on 37.9 acres Community Commercial - 23.7 acres Community Commercial/Village District – 159 units on 27.2 acres Park – 22.2 acres Open Space – 144.6 acres Open Space (Paseos) – 11.0 acres School – 9.6 acres Public/ Quasi Public – 7.5 acres Right of Way – 51.7 acres NAPOTS (Placer Parkway) 50.6 acres Total: 674.4 acres Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, and as more fully set forth in Section 2.4.1 below.
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

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	40% for very low and 60% for low income households.				
Department	Housing Department				
Status	Prior to issuance of a building permit for any affordable unit on any parcel within the project, City and landowner shall enter into the Affordable Rental Housing Agreement. Currently not in Development				
Section	2.6.1				
Title	Multi Family Affordable Rental Units				
Obligation	2.6.1.1 – 283 affordable rental units will be reserved within the property. 113 units for rental to very low income households and 170 units for rental to low income:				
	Parcel	Total units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	AR-19	230	170	68	102
	AR-44	150	113	45	68
	Total	380	283	113	170
Department	Housing Department				
Status	Currently not in development				
Section	2.7.2				
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	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				

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	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	Ongoing obligation
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	3.5.3
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

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	only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial WestbrookBoulevard 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	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

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	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.

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Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the City and County, including Baseline road and Walegra Road.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the city and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$215 per DUE (the "Placer County Road Impact Fee") to provide fair share circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard, the extension of Vista Grande Boulevard, the extension of vista Grande boulevard as provided in Section 3.5.14 above, and the West Sunset Boulevard / Fiddymont Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credits/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway- improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2
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	Ongoing obligation
Section	3.5.18

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Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit, Services Guide, Bikeways Map and carpool/ vanpool information) to each, new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation Division
Status	Developer's responsibility to provide materials.
Section	3.5.19
Title	Park and Ride Lot
Obligation	Twenty-five (25) park and ride spaces shall be provided on Parcel AR-53, as shown in Exhibit "H".
Department	Alternative Transportation Division
Status	Currently not in development
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/ or CSP has: not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/ or CSP in accordance with Section 4.2.f herein.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.1
Title	Lift Station Sites
Obligation	Landowner shall, at its expense design and construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber 'conduit per City standards.
Department	Environmental Utilities
Status	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 {"Treatment Plant"}. Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".
Department	Environmental Utilities
Status	Ongoing Obligation
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

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Status	Ongoing Obligation
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	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 for maintenance purposes.
Department	Environmental Utilities
Status	Ongoing obligation
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	Ongoing obligation
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	Ongoing obligation
Section	3.7.2
Title	Financing of Water Supply Amendment #1 – Ord. #6205
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 PCWA Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCWA Tinker Road Facility.

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	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment, or transmission facilities (other than those which may be required by other sections of this Agreement) except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the then existing City ordinances and this Agreement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.3
Title	Groundwater Well Amendment #1 – Ord. #6205 Amendment #2 – Ord. #6484
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. 3.7.3.1 Parcel Dedication. Landowner shall dedicate to City Parcel AR-58 for City Facilities, including a groundwater well, at the approximate location shown on Exhibit "L". Landowner shall construct frontage improvements for Parcel AR-58, including water, recycled water, wastewater, storm drainage, electric and communication fiber conduit. 3.7.3.2 <u>Well Construction Requirements</u>. As shown in Exhibits "L" and "N", the water facilities site shall be constructed adjacent to the 24" water line be constructed in Road B, and be connected to that 24" water line with a 16" water line within Road A, or other pipe sizes as may be approved by City's Environmental Utilities Director pursuant to updated water studies. 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 by 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 (the "Water Construction Requirements"). City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities. 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, be designed for Aquifer Storage and Recovery, 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, Landowner shall, at its own cost, work with the City to relocate the well site within the

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	Project to an alternative site mutually agreed to by City and Landowner until these objectives are satisfied. Landowner shall contact the City Environmental Utilities Department prior to design and construction of the production well. The production well shall be in operation at the time of occupancy of the 1,250th residential unit in the Project. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. In addition, notwithstanding the foregoing, the well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1,000 feet of the well. If City determines that the production well is required prior to the occupancy of the 1,250th residential unit in the Project, City has the right to construct the test well and the production well. Landowner shall reimburse City for the actual cost of the below ground improvements for the test well and production well, as set forth above, including annual CCI adjustments of such costs, upon occupancy of the 1,250th residential unit in the Project. If City constructs the test well and production well prior to the occupancy of the 1,250th residential unit in the Project, Landowner agrees to construct an all-weather access roadway within either the Road A or Road B RoW and all associated infrastructure necessary to serve Parcel AR-58 as specified in this Section 3.7.3 within one (1) year of notification from City if Road B has not otherwise already been constructed by Landowner. Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.3.2. Landowner shall, prior to the issuance of the first building permit in the Project phase where an existing well is located, destroy the well or wells in that particular Project phase from among the two existing agriculture irrigation wells and one domestic well in the Project Area. Landowner shall obtain from City a Well Permit and follow the California Well Standards for the destruction of the wells on the Property. All construction plans shall be designed pursuant to City's then current Standards and mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay the then current plan check, mapping and inspection costs as incurred by City for review, mapping, and inspection of the destruction of the wells.
Department	Environmental Utilities
Status	Ongoing obligation
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

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Status	Ongoing obligation
Section	3.7.5
Title	Periodic Confirmation of Water Conservation Goal Amendment #1 – Ord. #6205
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. 3.7.5 <u>Water Conservation Goal</u>. 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. 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 Water Conservation Plan which includes a reduction in water use by approximately 15% over current (i.e., Effective Date of this Agreement) use characteristics. The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Landowner 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 Project. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real-time basis. If the City determines that water consumption exceeds what was anticipated, and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the approximately 15% over current potable water usage as set forth herein, and the then built portion of the Project has met its approximately 15% objective set forth in this Section 3.7.5, 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 approximately 15% objective set forth in this Section 3.7.5. 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 Project 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	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

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	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	Ongoing Obligation
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	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 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	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 the 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	3.8.6
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	Ongoing Obligation
Section	3.8.7
Title	Disclosure to Buyers
Obligation	Landowner shall disclose to all residential and nonresidential buyer that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and

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	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 Amendment #2 – Ord. #6484
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. There shall be no delay or refusal to issue building permits in the Project by City while City is modifying the service area boundary to include the Project.
Department	Environmental Utilities
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, 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	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
Status	Ongoing obligation
Section	3.9.2.
Title	Recycled Water Facilities for Reimbursement Amendment #1 – Ord. #6205 Amendment #2 – Ord. #6484
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

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	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. The timing for the payment of any such reimbursements 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. Landowner shall likewise be required to contribute its pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station located north of the Pleasant Grove Wastewater Treatment Plant that is required to serve the WRSP, as set forth in Section 3.27 and 3.28 of this Agreement, and as set forth in Exhibits "Q-1" and "Q-2". Landowner's pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station referenced herein, estimated at \$2.287 million, shall be paid through CFD for the Project, with payment from the CFD not required until after the 1,250th building permit is issued in the Project. If City institutes a recycled water connection fee, or such fee is embedded into City's revised water connection fee (which encompasses the estimated \$2.287 million for expansion of the WRSP recycled water tank and pump station described in the preceding paragraph), prior to the issuance of any building permits in the Project, Landowner shall not be responsible for the payment of the estimated \$2.287 million pro-rata share of the cost of the expansion of the WRSP recycled water tank and pump station except through the payment of the City recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the expansion of the WRSP recycled water tank and pump station.
Department	Environmental Utilities
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 a non-residential buyers.
Department	Landowner
Status	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 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	Ongoing obligation
Section	3.10

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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	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.
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	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 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

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	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. Landowner acknowledges that as a result of approval of the Project; City shall need to update the Regional Flood Control

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	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 Amendment #1 – Ord. #6205
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.

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	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 923rd residential building permit, or combination of building permits, in the CSP. Should the Substation Site not have been dedicated to City, graded with access provided at the time that Landowner wishes to proceed with development of the Project, Landowner shall have the right to cause such dedication, grading and provision of access to the Substation Site for City to construct the electric substation that will serve both the CSP and the Project. Where the CSP Developer has not provided the Substation Site and associated improvements required in the CSP development agreement, then, provided that Landowner provides an access road, power line, temporary easements, and Substation Site as defined in the CSP development agreement prior to the issuance of the 500th residential building permit in the ARSP, the City shall not restrict the issuance of any additional building permits in the ARSP beyond the 500 residential building permits noted herein on the basis of insufficient electrical service capacity for the balance of the Project. Should there be a delay by the CSP Developer or Landowner, as provided herein, in dedicating the Substation Site and associated improvements as required in the CSP development agreement, such delay shall result in the delay in the availability of power to the ARSP until such time as the Substation Site is fully operational with the ability to serve the remainder of the ARSP. Landowner acknowledges that, in the absence of any available capacity utilizing temporary lines that could serve the Project on an interim basis, the CSP electric substation must be in operation and 12kV circuits extended to the Project for electric service to be provided to the Plan Area, subject to the provisions set forth above. In addition to the Substation Site, Landowner shall install an all-weather access road along the south side of Pleasant Grove Creek from the southeast corner of the CSP to the Westbrook Boulevard bridge crossing over Pleasant Grove Creek sufficient to allow the construction and maintenance of the 60kV overhead power line required to feed the CSP electric substation.
Department	Electric
Status	Currently not in development
Section	3.11.4
Title	60kV Disclosure Amendment #1 – Ord. #6205
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. Exhibit "U" to the Agreement is hereby deleted, and the 60kV electric line serving the Substation Site referenced in Section 3.11.3 above is shown in Exhibit "CC" to the CSP development agreement.
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

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	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	Ongoing obligation

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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	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 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	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.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee Amendment #1 – Ord. #6205
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. 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 \$2,917 per Low Density Residential unit, \$2,492 per Medium Density Residential unit, and \$2,067 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	Ongoing obligation

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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	Ongoing obligation
Section	3.12.4
Title	City Wide Park Fee Amendment #1 – Ord. #6205
Obligation	Upon issuance of each residential building permit within the Project, Landowner shall pay a City Wide park fee (the "City-Wide Park Fee") to fund the construction of City Wide park facilities in the City. The City Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Upon issuance of each residential building permit within the Project, Landowner shall pay a City-Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City-Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,680 per Low Density Residential unit, \$1,435 per Medium Density Residential unit, and \$1,190 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	Ongoing obligation
Section	
Title	City-Wide Park In-Lieu Fee Amendment #1 – Ord. #6205
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a citywide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to the City-Wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density 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. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon issuance of each residential building permit within the Project, to fund improvements to the City-wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,222 per Low Density Residential unit, \$1,044 per Medium Density Residential unit, and \$866 per High Density Residential unit (but excluding carriage units, which shall not

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	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	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	Ongoing obligation
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	Ongoing obligation
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

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	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	Ongoing obligation
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	Ongoing obligation
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	Ongoing Obligation
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	Ongoing Obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner

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	shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52).
Department	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, 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	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: 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	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	Parks and Libraries Department
Status	Currently not in development
Section	3.14.7
Title	Construction Waste

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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	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	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

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	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 Amendment #1 – Ord. #6205
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 facilities not reimbursed with bond proceeds in the funding. • City shall not unreasonably deny the max annual tax escalating 2% per year. • Include development impact fees for public improvements. • City shall consider a reasonable interest component for any authorized facilities reimbursed with pay as you go provided for in the funding, construction and acquisition agreement. • Landowner may utilize the statewide community infrastructure program for eligible impact fees. • Landowner may utilize a phased bond sale(s). • Landowner may utilize private placement of bonds. • If CFD's are formed, allowance for the transfer of the assigned special tax from one large lot parcel to another (with certain criteria listed in 3.17.1.2.j). 3.17.1.2 Landowner may utilize the Statewide Community Infrastructure Program (SCIP) program and/or the Bond Opportunities for Land Development (BOLD) program for any eligible impact fees.

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	3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/ acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	This is part of the future annexation area for Amoruso Ranch CFD 1, but not annexed in 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 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 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.
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

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	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	This services district has been formed
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain Paseos 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	District formed. Ongoing obligation to be collected with the levy of the parcels.
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

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	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
	Obligation complete, Annexed into CFD.
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	Obligation complete, Annexed into CFD and will be levied as parcels develop.
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

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	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	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: 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.

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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	Ongoing Obligation
Section	5.2
Title	Annual Review
Obligation	Annual review every 12 months per Roseville Municipal Code Chapter 19.84
Department	Development Services
Status	Completed annually

**Creekview Specific Plan
Development Agreement Implementation Matrix**

Owner Name: Anthem United Creekview Developments Limited Partnership
– Attn: Brian Moore – 3001 Douglas Boulevard, Ste 200 –
Roseville, CA 95661

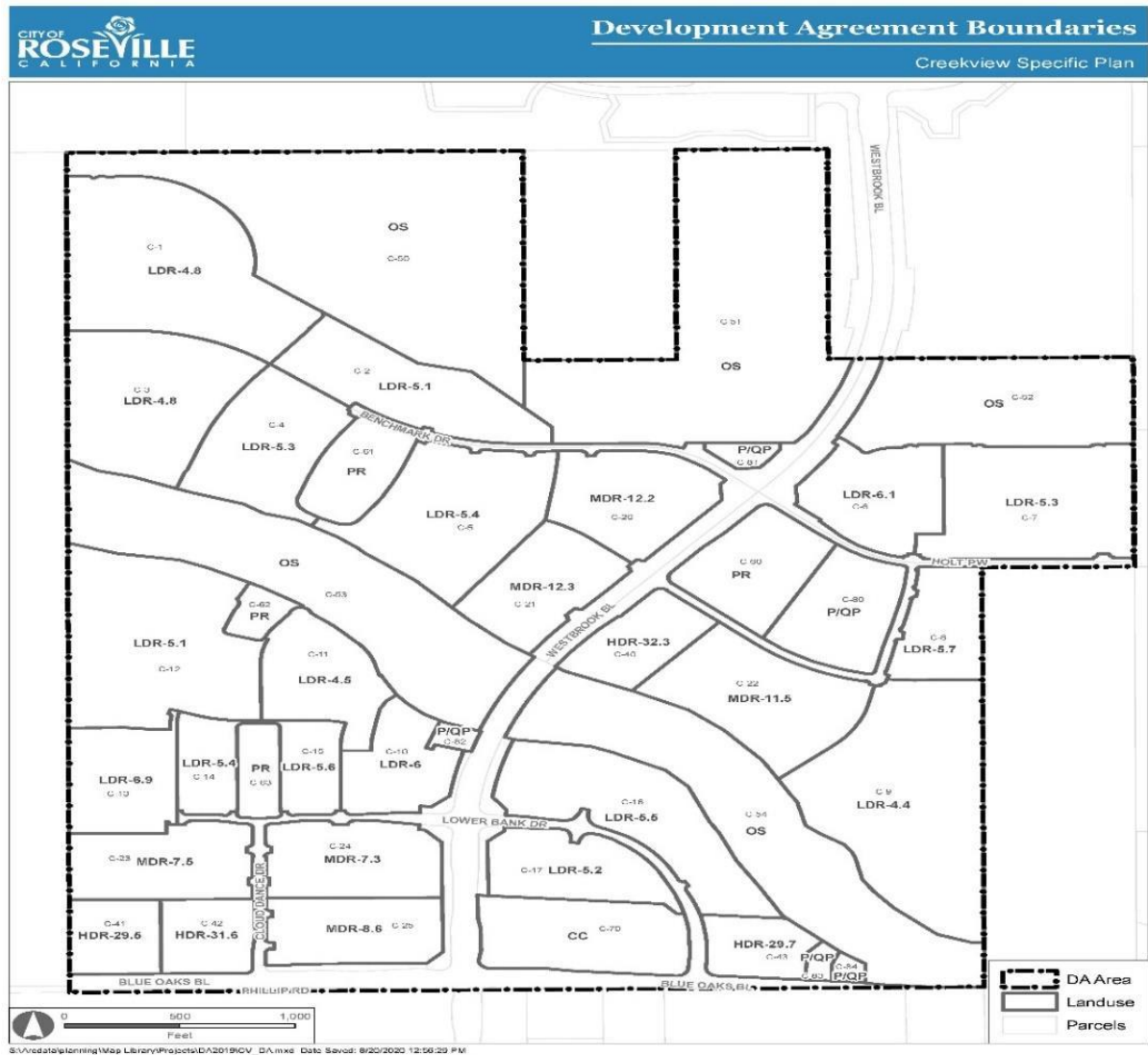
Current Agreement: Development Agreement by and between the City of Roseville
and Anthem United Creekview Developments Limited
Partnership to the Creekview Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Granite Bay Development II, LLC	November 2, 2012	30 Years	5119
Phillips Road 160 Investors Limited Partnership			
Phillip Road Land, LLC			
J & KD Enterprises, LLC			
Soule Investments, LLC			
Bennett West Roseville, LLC			
Decou West Roseville, LLC			
Blue Oaks – Roseville, LP			
Chuang-Hsiung and Yueh-Jing Chuang			

Amendments:		
Anthem United Creekview Developments Limited Partnership		
#1 – Nov. 6, 2019		6151
Anthem United Creekview Developments Limited Partnership		
#2 – Sep. 1, 2021		6394

Creekview Specific Plan Development Agreement Implementation Matrix

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



**Creekview Specific Plan
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023	
Section	2.7.1
Title	404 Permit
Obligation	Developer to obtain from the US Army Corps of Engineers a Clean Water Act section 404 permit. Developer to pursue and obtain issuance of the 404 permit and any amendment, modification or supplement in order to implement the project. This includes mitigation for the segment of Westbrook Blvd between PCL C-51 and C-52 and any required offsite improvements for proposed Pleasant Grove Creek bypass channel improvement located within AJWA and the Blue Oaks Blvd bridge over Coyote Creek. Developer intends to phase mitigation required by the approved 404 permit to coincide with phase of development, no later than the recordation of the first small lot map north of Holt Pkwy/Benchmark Drive, secure mitigation for segment of Westbrook Blvd. between PCL C-51 and C52.
Department	Engineering / Environmental Coordinator
Status	Obligation Complete - 404 permit - January 25, 2016.
Section	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 entitled 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	Obligation Complete
Section	3.5.13
Title	Transit Master Plan Funding
Obligation	Developer shall pay a portion for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$7,000, \$6,000, and \$7,000 respectively, prior to the recordation of the first Large Lot Final Map. Total amount \$20,000.00 prior to the recordation of the first large lot final map
Department	Alternative Transportation and Engineering Division
Status	Obligation Complete - (Alt Trans)
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Developer shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority ("SPWA") for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Developer has received notice that the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities
Status	Obligation Complete –Service boundary was expanded to include CSP on Jan. 7,

Creekview Specific Plan Development Agreement Implementation Matrix

	2019.
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	Obligation Complete
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	Obligation Complete – Agreements with RCSD Nov. 7, 2019 and RJUHS July 25, 2019
Section	3.14.10
Title	Orthophotography of Plan Area and GIS Support
Obligation	Developer agrees to pay its fair share of cost of orthophotography of the Plan Area The total cost for the Plan Area is \$1,261.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the CSP.
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	One large lot tentative map (LLM) shall be prepared for the entire Plan area, which will identify the phases as shown on Exhibit G. All future right of ways for arterial and collector roadways including landscaped corridors adjacent to low and medium density residential properties, open spaces, and future public lands for the electrical sub-station, well site, sewer lift station, solid waste recycling site and parks shall be identified. These lands shall be dedicated to the city of each large lot final map as an IOD. 1st recordation of the large lot final map, developer shall dedicate to City separate IOD's for future right of ways to include all landscape corridors adjacent to low density residential and medium density residential parcels, an access and construction easement the width of the ultimate road right of way plus 25' or to the back of the landscape corridor along the full length of Westbrook bl. and Blue Oaks bl. IOD's shall remain in force until such time as all Developer obligation or public improvements and preserve area establishment phase monitoring is complete.
Department	Engineering Division

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Status	Obligation Complete
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 Engineering
Status	Obligation Complete
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	Obligation Complete
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	Formed – Obligation complete
Section	3.17.1.3
Title	Community Facility 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	Obligation Complete
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.

Creekview Specific Plan Development Agreement Implementation Matrix

	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	Obligation Complete. District Formed
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	Finance Department and Building Division
Status	Obligation complete. District Formed
Development Agreement Obligations <u>Not Complete</u> as of December 2023	
Section	2.1
Title	Permitted Uses
Obligation	Permitted uses for the property shall be set forth in the entitlements.
Department	Planning
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. # 6151 Amendment #2 – Ord. # 6394
Obligation	Low Density Residential - 987 units on 182.9 net acres Medium Density Residential - 477 units on 51.5 net acres High Density Residential 547 units on - 17.7 net acres Community Commercial - 9.2 net acres Open Space - 136.7 net acres Park – 15.7 net acres

Creekview Specific Plan Development Agreement Implementation Matrix

	Elementary School – 7.6 net acres Electric Substation - .9 net acres Well Site - .5 net acres Lift Station - .6 net acres Solid Waste Recycling Center - .6 net acres Right of Way – 37.5 net acres
Department	Planning
Status	Ongoing obligation
Section	2.5.1
Title	Processing Fees and Charges
Obligation	Developer pays processing, inspection and plan checking fees for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted.
Department	Building, Engineering, Planning, Environmental Utilities, Public Works
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing Amendment #2 – Ord. #6394
Obligation	Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provisions 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 the 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 201 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 50% for very low and 50% for low-income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee. The term "very low income" means households earning 50% or less of median income and "low income" means households earning 50% to 80% of median income, as published annually by the U.S. Department of Housing and Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. Qualifying rents for affordable rental residential units may be calculated at the upper range of the specified income levels, if no City subsidy is provided or other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the parcel. Unless a City subsidy is provided, as set forth in Section 2.6.2.4 below, or other restrictions are placed on the parcel due to the type of financing secured by the ultimate developer of the parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels. However, subject to the requirements of Section 2.6.2.4 below, based on the amount and types of subsidies necessary to develop affordable housing, the qualifying rents may be calculated based on a mid-range or the lower end of the income ranges cited herein. Locations of affordable housing sites are shown in the Specific Plan and Exhibit "F"/
Department	Housing
Status	Currently not in development
Section	2.6.1

Creekview Specific Plan Development Agreement Implementation Matrix

Title	Affordable Purchase Residential Units Amendment #1 – Ord. #6151 Amendment #2 – Ord. #6394																													
Obligation	Developer agrees that 40 units will be reserved as detached or attached SFR units affordable to middle income purchasers as follows: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td colspan="3">Middle Income</td></tr><tr><td>Purchase Units</td><td></td><td colspan="3"></td></tr><tr><td>C-20</td><td>75</td><td colspan="3">10</td></tr><tr><td>C-22</td><td>105</td><td colspan="3">20</td></tr><tr><td>C-30</td><td>62</td><td colspan="3">10</td></tr></table> Such units distributed throughout each parcel.					Parcel	Total Units in Parcel	Middle Income			Purchase Units					C-20	75	10			C-22	105	20			C-30	62	10		
Parcel	Total Units in Parcel	Middle Income																												
Purchase Units																														
C-20	75	10																												
C-22	105	20																												
C-30	62	10																												
Department	Housing																													
Status	Currently not in development																													
Section	2.6.2.1																													
Title	Affordable Obligation Amendment #1 – Ord. #6151 Amendment #2 – Ord. #6394																													
Obligation	Developer agrees that two hundred one (201) affordable rental units will be reserved within the property, including one hundred one (101) units for rental to very low income households and one hundred (100) units for rental to low income households as follows: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Total Affordable Unit Allocation</td><td>Very Low Income Rental Units</td><td>Low Income Rental Units</td></tr><tr><td>C-40</td><td>168</td><td>85</td><td>43</td><td>42</td></tr><tr><td>C-43</td><td>116</td><td>116</td><td>58</td><td>58</td></tr><tr><td>Total (C-40 and C-43)</td><td></td><td>201</td><td>101</td><td>100</td></tr></table> Such units shall be distributed through the Parcel.					Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	C-40	168	85	43	42	C-43	116	116	58	58	Total (C-40 and C-43)		201	101	100					
Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units																										
C-40	168	85	43	42																										
C-43	116	116	58	58																										
Total (C-40 and C-43)		201	101	100																										
Department	Housing																													
Status	Ongoing obligation																													
Section	2.6.2.2																													
Title	Required Agreements Amendment #2 – Ord. #6394																													
Obligation	Prior to the issuance of a building permit for the applicable affordable parcel(s), the parties shall enter into City's then current form of Affordable Rental Housing Agreement (Affordable 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 Affordable Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the Affordable Agreement will be determined by the Economic Development Director or his/her designee.																													
Department	Housing																													
Status	Ongoing obligation																													
Section	2.6.2.4																													
Title	Compensation by City Amendment #1 – Ord. #6151 Amendment #2 – Ord. #6394																													
Obligation	Developer agrees to provide all of the affordable rental units without any subsidy from the City.																													

Creekview Specific Plan Development Agreement Implementation Matrix

Department	Housing Department
Status	Ongoing obligation
Section	2.6.2.3
Title	Transfer/Satisfaction of Obligation Amendment #1 – Ord. #6151
Obligation	At the request of Landowner and Developer, the affordable rental housing obligation (or any portion thereof), including any excess affordable rental units committed to by Developer above its allocated affordable rental housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, from one parcel to another parcel within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Developer and the owner(s) of the affected parcels shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.
Department	Planning and Housing
Status	Ongoing obligation
Section	2.6.2.5
Title	Community Facilities Districts
Obligation	City will maintain a list of low and very low income affordable rental units pursuant to the affordable housing agreement, on or about May 1 of each calendar year, if and when a Community Facilities District is formed encompassing the property, set the applicable tax for the middle income affordable purchase units within each parcel.
Department	Housing and Finance
Status	Currently not in development
Section	2.6.3
Title	Not a Limitation Amendment #2 – Ord. #6394
Obligation	Nothing in the foregoing Section 2.6.2 shall be construed to limit Developer from offering units for rental to households of very low or low incomes in excess of the number of units specified."
Department	Housing
Status	Ongoing obligation
Section	2.6.4
Title	In-Lieu Fee – Affordable Housing Amendment #2 – Ord. #6394
Obligation	In the event City adopts a fee to be paid in lieu of constructing rental housing affordable to 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
Status	Ongoing obligation
Section	2.7.1.1
Title	Violations
Obligation	Developer responsible for any violations occurring from the 404 permitting process until acceptance by City. City shall be responsible for the normal operation and maintenance of dedicated areas.
Department	Engineering Division
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Developer during the establishment monitoring phase
Obligation	Developer solely responsible for satisfying all mitigation, monitoring, reporting and maintenance required for the on-site preserve area; including, development of any 404 permits required establishment monitoring phase.

Creekview Specific Plan Development Agreement Implementation Matrix

	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 manage preserve areas during the perpetual monitoring phase. Public services CFD will provide annual funding.
Department	Finance and Engineering / Environmental Coordinator
Status	Ongoing obligation
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, Engineering / Environmental Coordinator
Status	Ongoing Obligation (Engineering)
Section	2.7.6
Title	Preserve Area operation and management plans
Obligation	Establish monitoring period as determined by the Army Corps, City will assume preserve management responsibilities for the perpetual monitoring phase consistent with the approved open space preserve overarching plan. Upon first large lot final map, developer pays \$20,000 onetime fee , in exchange for monitoring and reporting. Payment due upon preserve area dedication/initiation of the perpetual monitoring phase.
Department	Parks / Environmental Coordinator
Status	Ongoing obligation - \$20,000 due
Section	2.8
Title	Obligation to developer Amendment #1 – Ord #6151
Obligation	By entering into this Agreement, Developer shall not be obligated to develop all or any portion of the property, except for: 1. Support and to pay costs incurred by the City in conjunction with the annexation of the property. 2. Dedicate temporary and permanent rights of way and public utility easements. 3. Indemnification obligations under article 6. 4. Obligation to pay costs incurred by the City in conjunction with processing sub-phases under section 3.3. 5. Any other obligation imposed on developer prior to development set forth in this agreement. Deemed actions of development of the property include any discretionary or non-discretionary permit, entitlement with the exception of the large lot tentative map.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees

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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	Ongoing obligation - Pay at time of applied applications or issuance.
Section	3.2
Title	Public improvements to be dedicated, constructed or financed by developer Amendment #1 – Ord. #6151
Obligation	In conjunction with each phased Final Map, or as otherwise required by this Agreement, Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Developer shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., CoE 404 Permit(s), CDFG 1600 Streambed Alteration Agreements, RWQCB General Construction Permit as needed) and complete said development if said development is a Developer responsibility under this Agreement. At the time of City acceptance of any land dedications, the land shall be free and clear of environmental or other constraints or encumbrances (the "Encumbrances") inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. In the event, however, that the land dedication by Developer is triggered by the proposed construction by a third party of a public improvement (including the electric substation site (parcel C-81 identified in Section 3.11.3) identified in this Agreement, such third party shall assume the obligation to assure that, at the time of City acceptance, the land dedicated is free and clear of all Encumbrances, unless expressly waived by the City. Developer agrees to cooperate with such third parties to use its best commercially reasonable efforts under the circumstances to remove all Encumbrances, subject to lender or mortgagee consent, as may be required. Such cooperation by Developer shall be at the sole cost to the third party requesting removal of the Encumbrances prior to dedication. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.24. With respect to the wetland obligation referenced in Section 2.7.1 above, the third party shall assume the obligation to remove such wetland environmental constraint on the Property to be dedicated to the City triggered by the third party's construction of the public improvement(s).
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.3
Title	Project phasing Amendment #1 – Ord. #6151
Obligation	It is anticipated that there will be a single master developer of the CSP. Developer, or its successor(s) in interest, as master developer of the CSP, shall develop and construct the infrastructure necessary to serve the Project in Phases A through F substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Grading and infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments. City and Developer intend for the CSP to be mass graded in the multiple phases, with substantial volumes of earthen material moved from north of to south of

Creekview Specific Plan Development Agreement Implementation Matrix

	Pleasant Grove Creek. Such mass grading is necessary to balance the material within the CSP and to avoid import or export of fill material (see Section 3.22). In the event that the conceptual phases as shown in Exhibit "G" are proposed, or are modified or altered, or that smaller "sub-phases" are proposed within the identified Phases A thru F, the following criteria will be used to establish the conditions and requirements for that portion of work: • The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development. • The phase size shall be as mutually agreed upon by Developer and City, subject to the criteria set forth in this Section 3.3. • Developer will provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase. • Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan. The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met: • Sanitary Sewer - One point of connection to sewer outfall is required, which may include a sanitary sewer lift station or interim lift station. • Recycled Water- One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until and including the issuance of the 923rd building permit within the CSP or such later time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time, the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled water system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Three temporary potable water charging station connections to the recycled water system shall be allowed among phases A-F. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single
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Creekview Specific Plan Development Agreement Implementation Matrix

	station. Recycled water pipe lines shall be constructed concurrent with roadway construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director. • Potable Water -Two independent points of connection required. • Roadway- Two points of access required (one may be a temporary EVA) and reasonable traffic circulation. • Grading - A substantial earthwork effort is required for the CSP and to provide adequate freeboard protection from the 100-year flood elevations of both Pleasant Grove and University Creeks. Bulk earth movement and mass grading of the site is required to establish final grades. Sub-phasing plans will be required to demonstrate, through a detailed mass grading plan, that all sites (whether cut or fill) will be able to be constructed over time with an effort to minimize use of retaining walls. Haul roads, stock pile sites and adequate drainage facilities shall be identified on the grading plans. • Storm Water Detention-Any sub-phase shall demonstrate that adequate storm water detention is provided. Additional studies will determine when the in-stream detention facility identified in the master drainage plan will be required. • Pleasant Grove Creek Bypass Channel - Prior to development of any sub-phase within either Phases A or C, as shown on Exhibit "G", the bypass channel shall be constructed. • Stormwater Management - Any sub-phase shall demonstrate that adequate storm water management is provided. • Electric - Any sub-phase shall be consistent with Section 3.11.3 of this Agreement. Developer acknowledges that modifications to the Phasing Plan as shown in Exhibit "G" shall require additional City review. Special studies including but not limited to, water/recycled water/sewer/storm water systems, grading, traffic, fire response, electric supply, and other environmental review may be required. Developer will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	All development departments
Status	Phasing has been reviewed for Tentative Subdivision Maps and is ongoing
Section	3.4
Title	Public Utilities within right of way
Obligation	All public utilities shall be located within the right of ways to be granted by developer to City for the arterials, collectors and other local streets within the property.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5
Title	Road Improvements

Creekview Specific Plan Development Agreement Implementation Matrix

Obligation	Developer responsible for road improvements set forth in this agreement, the phasing plan provided in 3.3
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.1
Title	Developer's Obligations
Obligation	Developers obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, striping, all necessary drainage improvement and pavement section.
Department	Engineering and Public Works Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways Amendment #1 – Ord. #6151
Obligation	Developer shall grant easements and dedicate all IOD's for all arterial roadways. The improvements required for each arterial are described in the phasing plans. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the plan area that are in excess of required frontage improvements by withholding 60% of TMF or City TMF fund revenues paid by Developer. Payments to Developer for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF set aside fund as improvements are constructed and invoiced pursuant to the funding, construction and acquisition 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> Blue Oaks Bl - planned 6 lane arterial. Developer shall construct the northerly half of Blue Oaks bl from the western boundary of the urban reserve parcel to the western boundary. City shall pay Developer out of the TMF set aside fund for the cost of the additional 2 inside lanes, if funds are insufficient, City will make payment to the extent funds are available, then provide up to 60% credit against the TMF applied to building permits for all dwelling unit equivalents up to the amount of the payments due to Developer. <i>Developer may exchange their responsibility to construct their portion of the median curbing and landscaping improvements for the construction of an equivalent portion of the CIP reimbursable pavement.</i> Westbrook Bl – 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

Creekview Specific Plan Development Agreement Implementation Matrix

	lanes as the reimbursable credits. City shall pay Developer out of the TMF set aside fund for the cost of the additional 2 inside lanes, if funds are insufficient, City will make payment to the extent funds are available, then provide up to 60% credit against the TMF applied to building permits for all dwelling unit equivalents up to the amount of the payments due to Developer. <i>The CIP reimbursable adjacent inside lanes and median landscaping for Westbrook Boulevard from Blue Oaks Boulevard to the Pleasant Grove Creek crossing may be deferred, at the discretion of the City Engineer, until the first building permit is issued in Phase C, as shown in Exhibit G.</i> <u>Westbrook BL between PCL C-51 and C-52</u> – Developer shall be responsible for the cost of frontage improvements, including landscaping and post and cable fencing. Westbrook though open space shall be constructed by City or third party at such time that extension of Westbrook 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 Developer's 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	Ongoing obligation
Section	3.5.3
Title	Collector Streets Amendment # 2 – Ord. #6394
Obligation	Provide access to the property, Developer shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related. Collector roadways in the Specific Plan are Holt Parkway, Benchmark Drive and Lower Bank Drive.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.3.1
Title	Bus Transfer Station Amendment #1 – Ord. #6151
Obligation	The design and location of the bus transfer station on the west side of parcel C-70 and east side of parcel C-24 shall be determined with the Design Review Permit or the Major Projects Permits for those parcels (or another Major Project Permit for the parcels). The bus transfer station shall include bus turnouts, shelters and bike lockers to accommodate the bus transfer requirements as determined by the City at time of approve of any project permit for PCL C-70. Developer shall maintain the bus transfer station with reimbursement from the Public Services CFD.
Department	Alternative Transportation
Status	Ongoing obligation - no permits submitted yet for parcel C-70 and C-24
Section	3.5.4.2
Title	Timing of Dedication and Construction of Road Improvements

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Obligation	Prior to the recordation of a small lot residential subdivision map, Developer shall provide adequate assurances to City either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City that adequate funds are available to finance the completion of all improvements to arterial roadways, and collector streets to serve the portion of the property which is the subject of the small lot residential subdivision map. Developer shall not be required to post security for the portion of the work associated with road CIP improvements.
Department	Public Works and Engineering
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Developer shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Developer and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works and Engineering
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/or adjacent to the Property, Developer shall establish the applicable landscape setbacks provided therefor by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, decal lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to multi-family residential and nonresidential uses as set forth in the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Developer shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&Rs containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Developer responsible for the costs of construction traffic signals and described in the phasing plan through the payment of the traffic mitigation fees. Construction of the traffic signals, as may be required by the City at time of roadway construction, City shall make progress payments to Developer for the cost of construction of traffic signals from the City's TMF set-aside fund as defined in section 3.5.2. At minimum, at time of the roadways intersection construction, developer shall install underground conduit, loops, and poles for the signals. City shall install mast arms,

Creekview Specific Plan Development Agreement Implementation Matrix

	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 BI or Westbrook BI 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	Ongoing obligation
Section	3.5.8
Title	Paseo Facilities
Obligation	Typical Developer obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path on each side of the collector roadway. Within the Project; Developer shall construct paseos consistent with the Specific Plan and Design Guidelines. At the time of adjacent development, Developer shall construct the adjacent landscape/paseo corridor and 10-foot wide Class IA sidewalk. Depending on the phased development requirements, and to maintain the integrity' of the pedestrian connectivity within the Plan Area, temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Developer.
Department	Parks Department
Status	Ongoing obligation
Section	3.5.9
Title	Update of City Fee Amendment #1 – Ord. #6151
Obligation	Developer agrees that the Property shall be subject to and shall pay the City Traffic Mitigation Fee ("TMF"). To the extent that the Traffic Mitigation Fee adopted for the CSP is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as a surcharge to future TMF obligations on a per-DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	Highway 65 Joint Powers Authority
Obligation	Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee. Developer shall pay the fee applicable to the West Roseville Specific Plan area (Interim HWY 65 JPA Fee) in the amounts and at the times specified by the Hwy 65 JPA fee program. If the Developer pays the interim Hwy 65 JPA fee and the interim HWY 65 JPA fee exceeds the Hwy 65 JPA fee as amended, then the excess amount collected shall be applied as a credit towards HWY 65 JPA fees on a per DUE basis for the remaining DUE's within the specific plan. If the interim HWY 65 JPA is less than the

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	amended HWY 65 JPA fee, the total amount of the shortfall shall be added as a surcharge to such future HWY 65 JPA fee on a per DUE basis.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.5.11
Title	South Placer Regional Traffic Fee
Obligation	Property shall be subject to and pay the South Placer Regional Traffic (SPRTA) fee as established by the Placer County Transportation and Planning Agency (PCTPA) and adopted by the City. Developer agrees that until such time the SPRTA fee is amended to include the property, the fee applicable to the WRSP shall apply to the property and developer shall pay such fees (interim SPRTA fee) in the amounts and at the times specified by the SPRTA fee program. If developer pays the interim SPRTA fee and the interim SPRTA fee exceeds as amended, then the excess amount collected shall be applied as a credit towards SPRTA fees on a per DUE basis for the remaining DUE's. If the interim SPRTA fee is less than the amended SPRTA fee, the total amount of the shortfall shall be added as a surcharges to SPRTA fees on a per DUE basis.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.5.12
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Developer acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 cities average and SF average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	City-County Fee
Obligation	Developer acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the vicinity of the CSP, including Baseline Road and Walerga Road. Developer agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee
Obligation	If and when the City and Placer County develop fee programs to mitigate regional traffic concerns, Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building perm.it has been issued, shall participate, to the extent of its fair share, in a city-wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Watt Avenue between the Regional University 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

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	3.5.15, however, shall prohibit Developer from commenting on or proposing alternatives to the methodology or appropriate spread of such a regional roadway fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Placer County Traffic Mitigation Fee
Obligation	Developer agrees to pay to City a fee of \$130 per DUE (the "Placer County Traffic Mitigation Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Building and Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Fee Credits/Reimbursed for Construction CIP Improvements
Obligation	Developer shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Public Works and Engineering
Status	Ongoing obligation
Section	3.5.18
Title	Transportation Systems Management
Obligation	Developer to comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.19
Title	Alternative Transportation Marketing
Obligation	Developer to provide education and marketing materials for alternative modes of transportation to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Access to Adjacent Properties
Obligation	Developer to maintain accesses to adjacent Wagner property and Harris Property or another acceptable configuration that provides similar access. This includes routing over and across newly constructed roadways as part of the CSP. Physical all weather accesses shall be maintained during continuously during construction.
Department	Engineering
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Developer shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibit "N" or alternate design shown in Exhibit "O". In the event that the WRSP has not constructed sewer facilities necessary to serve

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	the CSP, Developer shall construct the necessary off-site sewer facilities (namely off-site sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the WRSP and the Pleasant Grove Wastewater Treatment Plant) and obtain reimbursement from the WRSP in accordance with Section 3.25. Developer shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Developer with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "N" or alternate design shown in Exhibit "O", Developer shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities and Engineering Division
Status	Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Developer shall construct wastewater conveyance facilities to connect the project to Pleasant Grove Wastewater Treatment Plant. Facilities shall be installed concurrent with the construction of corresponding road improvements.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed to City's then current improvement standards. Subject to City's plan review, construction inspection and final approval. Developer shall pay current plan check, mapping and inspection costs.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.3
Title	Access to Manholes
Obligation	All manholes shall be located and accessible by City sewer maintenance vehicles. All manholes made watertight during construction. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Wastewater improvements to be constructed by Developer are not located within road rights-of-way, as and when Developer installs such wastewater improvements, Developer shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities for Reimbursement
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

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	whose property is benefited by Developer's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on proportionate share of total flow as determined by the City (hereinafter "Flow in Pipe(s)") attributed to the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5, Section 3.25 and Section 4.2 of this Agreement are shown in Exhibits "P" and "Q" and listed in Exhibit "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Developer has no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities (other than transmission lines in Blue Oaks Blvd and West Park Dr.) Except through the payment of water connection fees. Fees Collected at time of development
Department	Environmental Utilities and Building
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Well Amendment #1 – Ord. #6151
Obligation	If applicable, Developer shall dedicate to City parcel C-84 for one (1) groundwater well at the approximate location shown on Exhibit "R". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Developer shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below ("Well Construction Requirements"). To facilitate the drilling of the monitoring well, Developer will provide City and its contractor's access to and within the well site to enable City to install the monitoring well to confirm desired capacity and water quality. It is the intent of this Section 3.7.2 (and the Parties) that the groundwater well location identified within the CSP be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Developer shall, at its own cost, work with the City to relocate the well site within the CSP until these objectives are satisfied. The Developer shall contact the City Environmental Utilities Department prior to construction of the production well to obtain approval of the well design and drilling method prior to commencement of this work. The well shall be drilled prior to occupancy of any residential units within 500 feet of the well site. Developer shall include noise curtains for the well if, at the time of well construction, homes are occupied within 1000 feet of the well. Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of the Well Construction Requirements, the Developer

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	shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2.
Department	Environmental Utilities
Status	Ongoing obligation
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	Ongoing obligation
Section	3.7.4
Title	Water Conservation Goal Amendment #1 – Ord. #6151
Obligation	The City has determined that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Creekview Specific Plan Water Conservation Plan as shown in Exhibit "S", which includes a reduction in water use by 18.3% over business-as-usual factors. The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid.
Department	Environmental Utilities
Status	Ongoing obligation
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

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	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	Ongoing obligation
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	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Developer are not located within road rights-of-way, as and when Developer installs such water facilities, Developer shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes.
Department	Environmental Utilities and Engineering Division
Status	Ongoing obligation
Section	3.8.6
Title	Water Softeners
Obligation	Developer and its successors shall not provide water stub outs for the installation of water softeners.
Department	Environmental Utilities
Status	Ongoing obligation
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.

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	As further disclosure Developer shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.
Department	Environmental Utilities and Attorney's Office
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.9
Title	Recycled Water Facilities Amendment #1 – Ord. #6151
Obligation	Developer shall construct recycled water system facilities. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Developer shall construct and dedicate upon completion thereof, a recycled water distribution system. In the event that the WRSP has not constructed recycled water facilities (namely recycled water lines in Blue Oaks Boulevard and West Park Drive) necessary to serve the CSP, Developer shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant - recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (three total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. Upon completion of construction of said recycled water tanks and pump station expansion, should Developer desire to continue utilizing interim potable water supply as set forth in Section 3.3, the responsibility to dismantle and eliminate each potable water charging station shall be transferred from City to Developer. The dismantling and elimination of each potable water charging station shall occur at the time interim use of potable water supply is terminated and the use of recycled water begins pursuant to Section 3.3. City costs, estimated at \$1.64 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through the CFD as outlined in the Financing Plan for the Project. Payment from the CFD will not be required until after the 923rd building permit as outlined in Section 3.3 herein. As an alternative to payment from the CFD, the City may adopt a revised water connection fee which encompasses the estimated \$1.64 million in costs for the Recycled Water Facilities described in this paragraph. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Developer and the Environmental

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	Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities
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, 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	Ongoing obligation
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	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 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	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 CSP

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	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	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Developer shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the U.S. Army Corps of Engineers and the California Department of Fish and Game. Developer shall prepare and implement a Storm Water Pollution and Prevention Plan ("SWP3"), and shall construct and maintain Best Management Practices ("BMPs") as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Developer shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Developer shall construct storm drain mains and laterals in accordance with the Master Drainage Plan for each tributary shed and Phasing Plan and in accordance with the City's then current Improvement Standards and shall provide laterals to

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	serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm Water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Developer shall be responsible for the installation of above-ground drainage ditches to control and direct runoff to receiving waters as appropriate. Developer shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time as the City develops the property.
Department	Environmental Utilities and Engineering Division
Status	Ongoing obligation
Section	3.10.3
Title	Grant of Floodplains
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Developer shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Developer and are not located within road rights-of-way, as and when Developer installs such drainage improvements, Developer shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Developer, the Developer shall secure all necessary rights of entry and third party easements. Developer shall not withhold the grant for right-of-entry to construct any off site drainage improvements and/or the dedication of easement to the City for permanent and temporary structures. All drainage outfall structures for storm drain flows leaving the Plan Area shall be built as either temporary or permanent structures wholly on properties in the Plan Area. The City will offer no power of eminent domain for such drainage outfall structures.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.5
Title	Pleasant Grove Creek Bypass Channel Improvements Amendment #1 – Ord. #6151
Obligation	Developer shall construct Pleasant Grove Creek bypass channel improvements. Prior to development of Phases A or C as shown on the Phasing Plan the bypass channel shall be constructed.

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	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 placed as engineered fill on the Property as shown in Exhibit "BB". 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	Ongoing obligation
Section	3.11.1
Title	On-site Electric Facilities
Obligation	"On-site" means within the Plan Area. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Developer agrees to construct, or finance the construction of, on-site 12kv electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Developer.

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Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	If the electric infrastructure is not installed to the boundary of the Plan Area prior to the start of construction of the first phase of the Specific Plan, Developer agrees to construct, or finance the construction of, off-site 12kV electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in- tract) including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Developer.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.3
Title	Electric Substation Amendment #1 – Ord. #6151
Obligation	The Developer shall, prior to the issuance of the 923rd residential building permit or any combination of building permits within the CSP as set forth below, dedicate to City a 0.90 buildable acre site (parcel C-81) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation, as shown on Exhibit "CC". The substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Developer's expense, the substation shall be dedicated in fee, free and clear of all wetlands. Developer shall, as set forth below, and at Developer's expense, provide the substation site graded and compacted to within six inches (6") of final grade as approved by the Electric Utility Director and consistent with the City's grading ordinance, and where retaining walls are required, provide the retaining wall with split face key stone style or comparable quality/ design to be installed by Developer. The Developer shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radii, shall be the width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road and shall have a structural section consisting of lime treated sub grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's engineering group before it is constructed. In addition to the temporary access road, Developer shall complete the finished grading of the power line corridor as shown on Exhibit "CC". This grading will facilitate the installation of the final alignment of the 60KV overhead line that will serve the future substation in the CSP. The power line corridor will be graded to within 6" of final grade and will include a minimum of 6" aggregate base to serve as a temporary access road to the pole line installation. Any easements, access and dedications required to facilitate the installation of this pole line will also

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	be provided by Developer. Developer shall grant a temporary easement for the temporary electric access road and dedicate the substation within the CSP as set forth below. Provided that Developer provides an access road, power line corridor, temporary easements and substation site as defined above prior to the issuance of the 924th residential building permit, the City shall not restrict the issuance of any additional building permits on the basis of insufficient electrical service capacity for the balance of the Project. Should the Developer fail to provide the required sites and access by the 924th permit, Developer will only be allowed up to 923 permits, or DUE equivalents or any combination of building permits within the CSP that the City determines, in its sole discretion, is the equivalent to building permits for 923 single family residential detached units. Delays by Developer in dedicating the substation site and power line corridor will result in delays in the availability of power until such time as the substation is fully operational with the ability to serve the remainder of the CSP. City shall construct the electric substation and all other tenant improvements on parcel C-81 at the time when needed to serve the development of the Plan Area provided the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	60kV Disclosure
Obligation	Developer shall include a notice in the project CC&Rs and its sales documentation advising property owners adjacent to the 60 kV easement areas or adjacent to the final location of the 60kV easement that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Developer agrees to construct, or finance construction of, streetlights within the Property. No street shall be accepted by the City, unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing 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:

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	1. All residential dwelling units will install residential air conditioning units with the following sets of parameters as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations 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. 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	3.12
Title	Parks, Open Space, and Bike Trails Amendment #1 – Ord. #6151 Amendment #2 – Ord. #6394

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Obligation	Developer shall dedicate to City a total of 15.7 acres of active park land and 136.7 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "DD".
Department	Parks Department
Status	Ongoing obligation
Section	3.12.1
Title	Park and Open Space Dedications Amendment #1 – Ord #6151 Amendment #2 – Ord. #6394
Obligation	Developer shall dedicate to City a total of 15.7 acres of active neighborhood parkland and 136.7 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below and shown in Exhibit "DD": 1. A 6.8-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60; 2. A 4.8-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61; 3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62; 4. A 2.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63; 5. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 6. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 7. A 14.8-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-52; 8. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and 9. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages shown as parcel C-54.
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 and bike trails 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 developer of park fees.

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	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	Ongoing obligation
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 /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), 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.

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	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	Ongoing obligation
Section	3.12.4
Title	Citywide Park and Bike Trail Fee Amendment #1 - Ord. #6151
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 3.12.5 below, shall be \$3,200 per Low Density Residential Unit, Medium Density Residential unit, and High Density Residential unit subject to annual adjustment on July 1, based on the percentage change in the CCI. Of the \$3,200 City-Wide Park and Bike Trail Fee, \$900 per residential unit is assigned to bike trail construction. At the request of the City and provided that sufficient funds will be available, upon completion of construction, Developer shall construct, consistent with City standards, segments of bike trails and/or pedestrian bridge abutments as provided by Section 3.12.6. The City can designate the use of the funds collected to construct any segment of the bike trail (including bridges) within the Plan Area that it deems appropriate. Developer shall be entitled to reimbursement by City from the City-Wide Park and Bike Trail Fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks and Bike Trails Financing Plan. 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	Ongoing obligation
Section	3.12.5
Title	Citywide Park In-Lieu Fee

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Obligation	3. 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	Ongoing obligation
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 1 bike 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	Ongoing Obligation (Alt Trans); Currently not in development (Parks)
Section	3.12.7
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Developer's General Plan park

Creekview Specific Plan Development Agreement Implementation Matrix

	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	3.12.8
Title	Open Space Preserve Areas Amendment #1 – Ord. #6151 Amendment #2 – Ord.#6394
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, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on Exhibit "HH" and consist of the following five parcels: 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), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50; 2. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51; 3. A 14.8-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-52; 4. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and 5. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-54."
Department	Parks Department, Environmental Coordinator
Status	Ongoing obligation
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, Environmental Coordinator
Status	Ongoing obligation
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.

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Department	Parks Department
Status	Ongoing obligation
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	Ongoing obligation
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	Ongoing Obligation
Section	3.14.2.1
Title	City Public Facilities Fee Amendment #1 – Ord #6151
Obligation	Pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52). Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee at time of building permit. The City Public Facilities Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the City Public Facilities Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below. Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) at time of building permit.
Department	Building Division
Status	Ongoing Obligation
Section	3.14.3
Title	Public Benefit Fee Amendment #1 – Ord. #6151
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Developer shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$845. Developer shall pay the Public Benefit Fee at time of building permit.
Department	Building Division
Status	Ongoing Obligation
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

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	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	Ongoing obligation
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	Ongoing obligation
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	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Developer shall maintain such P/QP parcel to meet City's weed abatement standards.
Department	Parks Department
Status	Currently not in development
Section	3.14.11
Title	Fence Removal Amendment #1 – Ord. #6151

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Obligation	Prior to the first building permit issued in the Project north of Pleasant Grove Creek, Developer shall remove existing cattle grazing fences on the Property, with the possible exception of the cattle and goat grazing fencing in the open space parcels (Parcels C-50 to C-54), should a cattle grazing plan be approved by the City. Cattle and goat grazing fencing shall not interfere with bike trail amenities.
Department	Parks Department
Status	Currently not in development
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and identified in the mitigation monitoring plan or the EIR as a responsibility of Developer, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
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

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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	District formed with some future annexation area left to be annexed in.
Section	3.17.1.2
Title	Community Facilities District Formation – Project Infrastructure Amendment #1 – Ord #6151
Obligation	If Developer desires to form a CFD, City and Developer agree that, with the consent of Landowner and Developer, and to the extent permitted by law, City and Developer shall use their best efforts to cause bonds to be issued in amounts sufficient to effectuate the purposes of this section. City and Developer further agree that, with the consent of Landowner and Developer, or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding HOA's), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Developer, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go funds). City shall consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Developer may utilize the Statewide Community Infrastructure Program ("SCIP") or the Bond Opportunities for Land Development ("BOLD") program for any eligible impact fees. (g) Developer may utilize a phased bond sale or sales. (h) Developer may utilize private placement of bonds. (i) Bond proceeds from bond sales commencing in the year 31 timeframe shall, subject to SPRTA agreeing to the deferral of the SPRTA Tier II Traffic Fee, include an amount no greater than fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, that would normally be paid at time of building permits for low, medium and high density residential dwelling units. The SPRTA Tier II Traffic Fee deferral is subject to SPRTA review and approval and may be revised or discontinued by SPRTA if

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	deemed appropriate as specified in the Tier II Development Fee Program and amendments. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, the SPRTA Tier II Traffic Fee required by City for non-residential development shall be collected upon issuance of building permit commencing with the first applicable building permit. (j) If a Project CFD(s) is formed, then, where adjustments (increases or reductions) in the number of allocated residential units or non-residential acreage involve transfer of residential units or non-residential acreage from one Large Lot parcel to another Large Lot parcel in the Project, City may, in its sole discretion, allow for the transfer of assigned special tax from one Large Lot parcel to another, but only if (i) all such proposed special tax adjustments are agreed to in writing by the affected Large Lot parcel owners and City's Chief Financial Officer, and (ii) there is no reduction in the CFD maximum special tax revenue as a result of the transfer between Large Lot parcels. Should such a transfer of special taxes from Large Lot parcel to another Large Lot parcel result in an amendment to attachments 1 or 2 of the notice of special tax lien for the CFD(s), the Large Lot parcel owner requesting the transfer of special taxes shall bear the cost to affect the transfer in the CFD documents, and that property owner shall prepare the required amendments to the notice of special tax lien, including amendments to attachments 1 and 2 thereto. Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the CSP desires to pay such fees as provided in this Section 3.17.1.2 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid by such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from proceeds of such bond sales commencing in the year 31timeframe, unless a CSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
	District formed with some future annexation area left to be annexed in.
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

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	improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Reimbursements pending with future bond issuances.
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	Ongoing obligation
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	Future annexation area still to be annexed into District.
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;

Creekview Specific Plan Development Agreement Implementation Matrix

	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	District formed—Ongoing maintenance obligation funded by District's levy.
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	3.20.2
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	District annexed, will be levied as parcels develop.
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

Creekview Specific Plan Development Agreement Implementation Matrix

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 It is the Developers' responsibility to meet all requirements of all agencies having jurisdiction regarding grading adjacent of or within Open Space. Developer intends to mass grade the Property to accommodate land uses. Grading operations will require movement of earthen material from the northern to southern portion of the Property to accommodate the phasing of the CSP and construction of the Pleasant Grove Creek bypass channel Improvements. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved upon commencement of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner; or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when transporting earthen materials. With regard to any and all P/QP parcel dedications to City and at Developer's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by the Developer.
Department	Public Works Department and Engineering Division
Status	Ongoing Obligation
Section	3.23
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters: 1. Designation of Blue Oaks Boulevard and Westbrook Boulevard as truck routes. 2. The existence of a Development Agreement on the Property. However, this

Creekview Specific Plan Development Agreement Implementation Matrix

	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 and nonresidential buyers that certain properties, especially those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may produce a negative impact on the buyer's ability to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures; and further that this is primarily due to the trees within the street landscapes including medium to large shade trees, which may cast shade, or produce leaf litter or other natural effects on the adjacent or nearby property. 17. Proximity to agricultural land uses. 18. Livestock grazing may occur within the open space preserve areas. 19. Every residential unit is equipped with a recirculating hot water system, or similar
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Creekview Specific Plan Development Agreement Implementation Matrix

	technology to provide instantaneous hot water at each hot water faucet. If Developer records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval.
Department	City Attorney and Landowner
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&Rs. Ongoing obligation.
Section	3.24
Title	General Signage
Obligation	A. Utility Sites (see Section 3.14.5): Developer shall install signage at all future 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	Ongoing obligation
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.

Creekview Specific Plan Development Agreement Implementation Matrix

	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 each large lot parcel as outlined in Section 3.25A above. C. Should Developer construct the improvements noted below in lieu of the WRSP developer(s), Developer shall receive reimbursement from benefitting third party(ies), inclusive of the WRSP developer(s), in the same manner that reimbursement is provided to the WRSP developer(s). 1. on Exhibit "P"); 18-inch sewer trunk line in Westbrook Boulevard (Segment B3, UR9) (shown); 2. 24-inch recycled water pipeline in Blue Oaks Boulevard (Segment B3,UR4) (shown on Exhibit "X"); and 3. 24-inch recycled water pipeline in Westpark Drive (Segment B4, UR5) (shown on Exhibit "X"). A minimum of one year prior to constructing any of the three improvements listed above, Developer shall give notice to City that it intends to construct the improvements. City shall notify property owners outside the Property (who, in City's reasonable determination, may be interested in developing their property with connections to the improvements) that they may be able to achieve efficiencies in the future development of their property as follows. Developer agrees to increase the capacity of ("upsized") the improvements to accommodate such additional property development, provided that not later than six (6) months prior to the intended date designated by Developer for construction of the improvements, both of the following have occurred: 1. Such other property owners (or City, at City's option) have paid to Developer, in full, the difference between Developer's actual (or estimated, to the extent that actual costs are not then available) costs for the upsized improvement and Developer's
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Creekview Specific Plan Development Agreement Implementation Matrix

	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	Ongoing Obligation
Section	3.26
Title	Reimbursements to/from Third Parties for Advanced Construction
Obligation	In the event that Developer or third parties advance construction of roadways or other infrastructure (excluding oversized wet utilities) otherwise required of or by the other, Developer shall provide reimbursement to third parties or shall receive reimbursement from third parties for their share of the actual costs of that construction as set forth in Section 4.2.3. Reimbursement to/from third parties shall be paid in full at the time when construction of the improvement would have otherwise been required had the improvement not been advanced. Reimbursement shall be adjusted annually by the CCI from the date the reimbursable costs were incurred to the date of reimbursement.
Department	Finance Department
Status	Currently not in development
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.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

**Creekview Specific Plan
Development Agreement Implementation Matrix**

	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 – 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

R10 Foothill, LLC
9000 Foothills Blvd
Roseville, CA 95747

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

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Hewlett Packard Company	July 26, 1996	25 Years	3003
Hewlett Packard Company	Amendments: #1 – May 23, 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 – Aug. 19, 2015		5548
Hewlett Packard Company Parcel 1 – 140.70 acres *California Bank & Trust	#3 – Aug. 19, 2015		5533
BBC Roseville Oaks, LLC Parcel 4 – 189.88 acres	#4 – Aug. 19, 2015		5534
BBC Roseville Oaks, LLC Parcel 4 – 189.88 acres	#5 – Sep. 7, 2016		5734

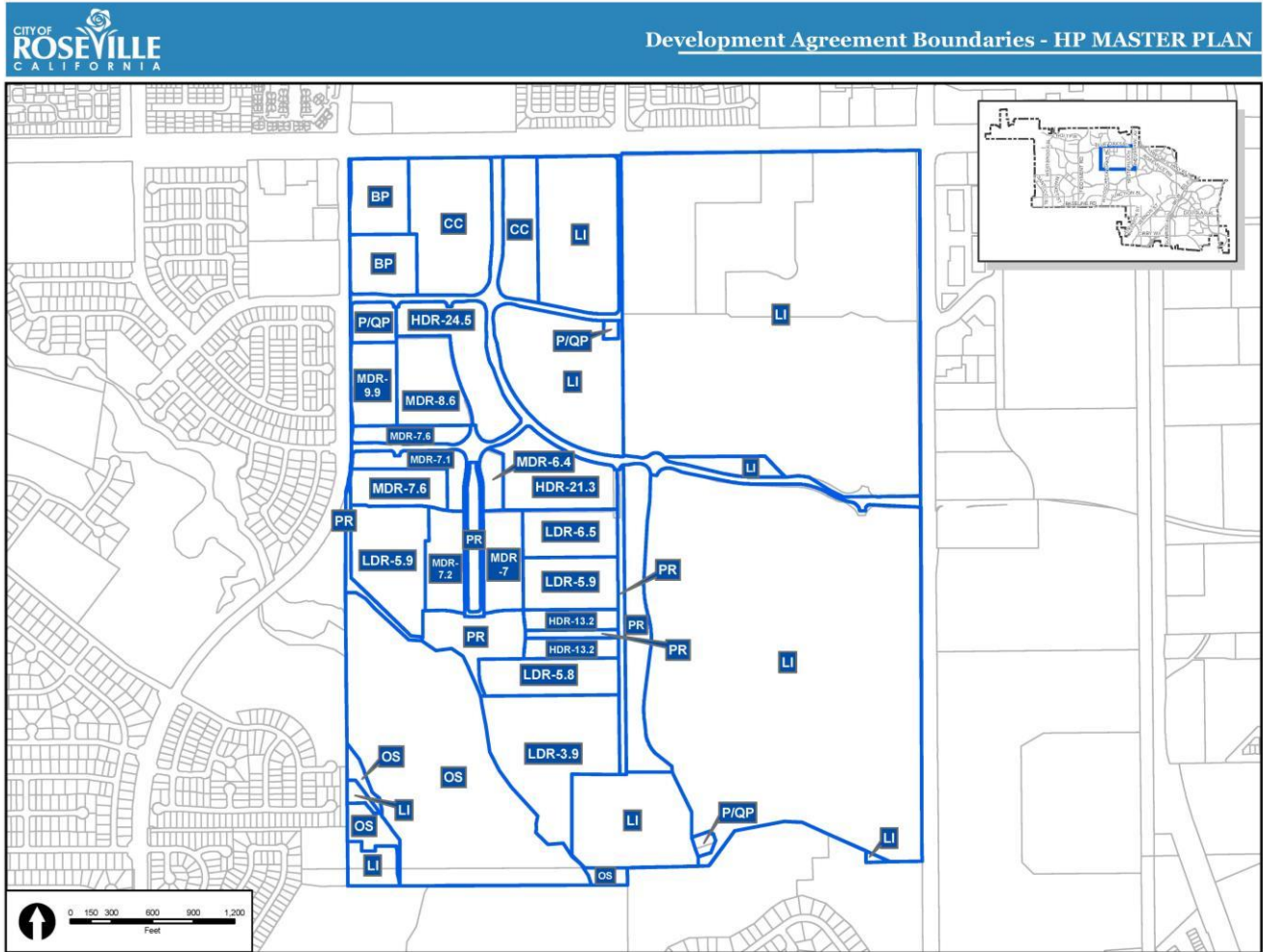
**North Industrial Specific Plan – Hewlett Packard Master Plan
Development Agreement Implementation Matrix**

Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, Quality Investment Properties Land Company, LLC Parcel 3 – 59.2 acres	#6 – May 18, 2017	5829
BBC Roseville Oaks, LLC Campus Oaks Property	#7 – Jan. 18, 2019	6038
Parcel 2 – R10 Foothill, LLC (Cokeva)	#8 – Dec. 4, 2019	6162
BBC Roseville Oaks, LLC	#9 – June 3, 2020	6233
Pine Island Apartments, LLC	#10 – October 4, 2023	6721

Note:

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

North Industrial Specific Plan – Hewlett Packard Master Plan Development Agreement Implementation Matrix



**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

Development Agreement Obligations <u>Complete</u> as of December 2024	
Section	1.3
Title	Term Amendment #2 – Ord. #5548
Obligation	Hewlett Packard Company and BBC Roseville Oaks, LLC: The City and the amending landowners hereby agree to extend the term of the Development Agreement to and through December 31, 2045, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	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	Obligation complete. CFD formed.
Section	2.5.2
Title	Multi Family Affordable Rental Units Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734

North Industrial Specific Plan – Hewlett Packard Master Plan DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX

Obligation

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 extent such funds become available, in consideration of Landowner's intent to finance this affordable housing through participation in a federal tax-credit program, Landowner acknowledges that City shall not have any obligation to provide any City funds to subsidize the provision of this very-low income

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	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. <u>Credit for Excess Affordable Units.</u> 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. Obligation complete – both affordable agreements have been recorded for CO-22 and 23
Section	3.3
Title	Electric Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: <u>3.3 Electric.</u> LANDOWNER shall provide electric utility improvements as provided in this section. BBC Roseville Oaks, LLC: Amendment #4 <u>3.3.1 Installation of Underground Electrical Service.</u> As electrical service becomes necessary to be extended along Blue Oaks Boulevard to service the Campus Oaks Property, Landowner shall, at its sole cost, install any such electrical service underground within the public utility easement to be granted to City along Blue Oaks Boulevard pursuant to Section 3.3.2. Landowner acknowledges that, pursuant to Section 3.8.1.A below, Landowner will be obligated to underground the existing 12kv electric line from Foothills Boulevard to Woodcreek Oaks Boulevard in connection with its installation of required Blue Oaks frontage improvements. For any required electrical services other than the 12kv line, Landowner shall only be obligated to install the portion of such underground electrical services along the frontage of the Campus Oaks Property adjacent to Blue Oaks Boulevard from its intersection with New Meadow Drive to its intersection with Woodcreek Oaks Boulevard, as shown in the cross-section in Exhibit C-1.
Department	Electric Department

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

Status	Obligation complete
Section	3.3.4
Title	Streetlights Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: Concurrently with the construction of any portion of Blue Oaks Boulevard or Woodcreek Oaks Boulevard. LANDOWNER agrees to construct streetlights there in accordance with the Master Plan and the then current requirements of the Electric Department for public streetlights. In the event LANDOWNER does not install streetlights to CITY standard at the time it constructs the on-site public electrical circuits pursuant to Section 3.3.3, LANDOWNER shall do so prior to offering any such roadway to CITY for a public road. 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	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	Obligation complete - Dedicated at another site
Section	3.4.2
Title	Other Agency Approval
Obligation	Hewlett Packard Company:

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	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
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	Obligation Complete - 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).
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

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	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	Obligation complete - 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.
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

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	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

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	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	Obligation complete - 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.
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

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	pursuant thereto or upon City acceptance of all the improvements that may be constructed pursuant thereto.
Department	Engineering Division
Status	Obligation complete.
Section	3.9
Title	Option to Purchase Property in Southwest Corner
Obligation	Hewlett Packard Company: LANDOWNER hereby grants to CITY an option to purchase five and three-tenths (5.3) acres of property contained within the southwestern corner of the Property and located southwest of Pleasant Grove Creek, as such five and three-tenths (5.3) acres are more particularly described in Exhibit "H" hereto. The term of the option shall be five years from the effective date of the Agreement, with a five year option to extend the option, and may be exercised at any time by CITY upon written notice to LANDOWNER. The purchase price shall be the fair market value of the property as of the time of exercise 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	Obligation complete - 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.
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

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Title	No Security During Construction
Obligation	Hewlett Packard Company: LANDOWNER shall not be required to provide any security for any improvements to be constructed on the Property during any phases of construction, except for payment, performance and maintenance bonds that may be required in connection with the construction of improvements within the public rights-of-way for Woodcreek Oaks, Blue Oaks and Foothills Boulevards or in conjunction with a Subdivision Improvement Agreement for subdivision of any portion of the property. All construction material storage areas shall be fenced and secured as approved by the police chief.
Department	Police Department
Status	Obligation complete.
Section	3.14
Title	Landscape and Lighting District
Obligation	Hewlett Packard Company: <u>3.14.1 Formation.</u> <u>3.14.1.A Consent and Waiver.</u> LANDOWNER consents to and shall cooperate in forming a Landscape and Lighting District, or including the Property within a special zone of an existing landscape and lighting district, pursuant to the provisions of Section 22500, et. seq., of the Streets and Highways Code of the State of California (herein the "LLD") and consents herewith to the levy of such assessments as are necessary to pay the Property's fair share of the cost to maintain the median landscaping. LANDOWNER shall be solely responsible for maintaining its landscaping from the back of the curb from said rights-of-way and, therefore, no assessment shall be levied by the LLD for such costs, unless and until LANDOWNER elects to relinquish such responsibility and conveys an easement to CITY for any such landscape areas, and CITY accepts said easement and assumes the responsibility to maintain the landscaping. Nothing in this section shall be construed as an agreement to any specific allocation of assessment, burden or benefit to a particular parcel or parcels or to constitute a waiver of the right of LANDOWNER to protest an allocation of a particular assessment burden or benefit. <u>3.14.2 Obligation of District.</u> The Landscape and Lighting District, or zone therein, formed pursuant to Section 3.16.1 in which LANDOWNER agrees to participate shall maintain the landscape medians within the portions of Foothills Boulevard and Blue Oaks Boulevard adjacent to the Property, and the landscape median within the portion of Woodcreek Oaks Boulevard located between Arterial A and Blue Oaks Boulevard.
Department	Finance Department
Status	Obligation complete - Will not be forming a Landscape and Lighting District –
Section	3.22
Title	Community Facilities District – Public Facilities (Project Infrastructure) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 <u>3.22.1 Formation.</u> Landowner and City shall form a Community Facilities District for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Campus Oaks Property (an "Infrastructure CFD"). City and Landowner shall use their best efforts to cause to be formed the Infrastructure CFD for the purpose of financing the acquisition or construction of some or all of the improvements and facilities and payment of capital facility fees eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Project, including those improvements and impact fees which will mitigate impacts of the

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	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.
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	(g) Landowner may utilize a phased bond sale or sales. “(h) Landowner may utilize private placement of bonds. <u>ii. Acquisition Agreement.</u> Concurrent with formation of the Infrastructure CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the Infrastructure CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds to the extent available. <u>iii. Alternative Financing.</u> Nothing herein shall be construed to limit Landowner's option to install the public improvements through the use of traditional assessment districts or private financing.
Department	Finance Department
Status	Obligation Complete - District formed
Section	3.23
Title	Community Facilities District – Public Services (Services CFD) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 <u>3.23.1 Formation of Campus Oaks Public Services CFD.</u> No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Campus Oaks Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.23.1(i) below. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The Public Services CFD will fund maintenance of landscaping, paseos and open space (parcels CO81 and CO82), neighborhood parks within the Campus Oaks Property, and the neighborhood park components of the HP2/CO64 Park. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses. <u>i. Public Services.</u> The Public Services CFD shall provide the funds required for the performance of maintenance obligations consisting of the following: (a) Autumn leaf cleanup for collector and local streets; (b) Maintain neighborhood parks within the Campus Oaks Property and the neighborhood park improvement components to be installed within the HP2/CO64 Park and accepted by the City; (c) Maintain paseos, and medians, and landscape corridors, including masonry walls installed therein along arterial roadways where they are adjacent to low and medium density residential land uses within the Campus Oaks Property, and medians within HP Way, and median landscaping within Woodcreek Oaks Boulevard and Blue Oaks Boulevard adjacent to and fronting the Campus Oaks Property;

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	(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. <u>3.23.2 Public Parcel Exclusion.</u> 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	Obligation complete - District formed
Section	3.24
Title	Community Facilities District – Municipal Services (Annexation to CFD 3) Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4

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	<u>3.24.1 Formation/Annexation; Consent, Waiver and Special Benefit.</u> 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. <u>3.24.2 Municipal Services.</u> The Municipal Services CFD shall provide the funds required to offset the Project’s impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Obligation complete - Annexed into CFD 3
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	Obligation complete

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Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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	Obligation ongoing
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5548 Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734 Amendment #6 – Ord. #5829 Amendment #7 – Ord. #6038 Amendment #8 – Ord. #6162 Amendment #9 – Ord. #6233 Amendment #10 – Ord. #6721
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

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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. <i>(Light Industrial)</i>	Average FAR	Water <i>(Max Daily Demand)</i>	Sewer <i>(Max Daily Flow)</i>	Electric <i>(Peak Annual Demand)¹</i>	Traffic <i>(PM Peak Hour Trips)</i>
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.

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	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:
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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 acres High Density Residential—22.0 acres Commercial/Retail—19.3 acres Light Industrial (Tech Park/Business Park)—32.8 acres Business Professional—5.5 acres Parks—10.7 acres Paseos—2.3 acres Open Space—1.6 acres Fire Station and Well Sties (P/QP)—2.5 acres Roads—10.7 acres Total: 189.8 acres All as set forth in Exhibit 8. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time to time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks property for the uses and to the density or intensity of development or rate of timing of development set forth in this . Agreement so long as any limitations set forth in the					

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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:

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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

I. 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

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	such Parcel pursuant to this Section 2.2, shall not be affected or reduced by any action taken by the CITY. The CITY reserves the right to review each subsequent entitlement application for development of Parcel 3 to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of the Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development and the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan. BBC Roseville Oaks, LLC: Amendment #7 Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property highlighted in bold and underline below: <table> <tr> <td>Low/Med Density</td><td>77.1 acres/491 units</td></tr> <tr> <td>Residential High Density Residential</td><td>21.9 acres/457 units</td></tr> <tr> <td><u>Commercial/Retail</u></td><td><u>29.8 acres/240,000</u></td></tr> <tr> <td><u>sf</u></td><td></td></tr> <tr> <td>Light Industrial (Tech Park/Business Park)</td><td>32.8 acres/300,000 sf</td></tr> <tr> <td>Parks</td><td>10.7 acres</td></tr> <tr> <td>Paseos</td><td>3.2 acres</td></tr> <tr> <td>Open Space</td><td>1.6 acres</td></tr> <tr> <td>Fire Station and Well Site (P/QP)</td><td>2.5 acres</td></tr> <tr> <td>Roads</td><td>10.7 acres</td></tr> <tr> <td>TOTAL</td><td>190.3 acres</td></tr> </table> All as set forth in Exhibit B. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement." <u>"2.2.1 Consistency with General and Master Plans: Parcel HP-3 Landscape Buffer.</u> Landowner acknowledges that, as required and shown by the Master Plan, to maintain adequate buffering of light industrial uses from adjacent residential development consistent with the General Plan, although Parcel HP-3 is currently improved with private recreational use, should light industrial development be approved for Parcel HP-3, such development will maintain a 50-foot landscape buffer within Parcel HP-3 adjacent to residential uses within the Campus Oaks Property. The landscaping and other such buffering elements to be installed within such 50'	Low/Med Density	77.1 acres/491 units	Residential High Density Residential	21.9 acres/457 units	<u>Commercial/Retail</u>	<u>29.8 acres/240,000</u>	<u>sf</u>		Light Industrial (Tech Park/Business Park)	32.8 acres/300,000 sf	Parks	10.7 acres	Paseos	3.2 acres	Open Space	1.6 acres	Fire Station and Well Site (P/QP)	2.5 acres	Roads	10.7 acres	TOTAL	190.3 acres
Low/Med Density	77.1 acres/491 units																						
Residential High Density Residential	21.9 acres/457 units																						
<u>Commercial/Retail</u>	<u>29.8 acres/240,000</u>																						
<u>sf</u>																							
Light Industrial (Tech Park/Business Park)	32.8 acres/300,000 sf																						
Parks	10.7 acres																						
Paseos	3.2 acres																						
Open Space	1.6 acres																						
Fire Station and Well Site (P/QP)	2.5 acres																						
Roads	10.7 acres																						
TOTAL	190.3 acres																						

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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.

Parcel 2 – R10 Foothill, LLC (Cokeva)

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, CITY agrees that CITY is granting and grants herewith, a fully vested entitlement and right to develop Parcel 2 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 2:

Light Industrial: 57.3 acres

as depicted in Exhibit B. 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 2 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 2 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 2 as described below and further provided that LANDOWNER is not in default under this Agreement.

For purposes of this Eighth Amendment and development of Parcel 2 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 2 in the Master Plan are allocated to Parcel 2 as follows:

Property	Acreage	Gross Sq. Ft.	Average FAR	Water	Sewer	Electric	Traffic
R10/PCL2	57.3 Light Industrial	600,000	.24	.23 mgd	.16 mgd	4.04 MW	684

I. 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 2, 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 2 to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of the Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development and the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan.

BBC Roseville Oaks, LLC
Amendment #9

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Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks South 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 South Property:

Low/Med Density Residential	66.83 Acres/451 Units
Parks	12.40 Acres
Backbone Roads	0.00
Total	79.23 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 Campus Oaks South 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 South 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 South Property have not been reached and further provided Landowner is not in default under this Agreement.

Pine Island Apartments, LLC: Amendment #10

The land use acreage allocation set forth in Section 2.2 of the Development Agreement, as applied to the Parcel CO-52 Property, is hereby revised to read as follows:

- 1.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the 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	78.65 acres/552 units
High Density Residential	35.49 acres/681 units*
Commercial/Retail	29.68 acres/240,000 sq. ft.
Light Industrial (Tech Park/Business Park)	15.20 acres/150,000 sq. ft.
Parks	11.12 acres
Paseos	3.67 acres
Open Space	1.70 acres
Fire Station/Well Site (P/QP)	2.47 acres
Roads	10.7 acres
Total	188.68 acres

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	*City required obligation to develop 50 percent of the 285 units allocated to Parcel CO-52 for low-income households (for a total obligation of 143 low-income units) due to the change in land use designation and zoning for Parcel CO-52 to HDR and R3 is being transferred to Sierra Vista Specific Plan Parcels WB-30 and WB-32. 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 Parcel CO-52 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 Parcel CO-52 Property for the uses and to the density and 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 Parcel CO-52 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 High Density Residential uses for Parcel CO-52 and the Light Industrial (Tech/Business Park) uses described for Parcel CO-52 of the Campus Oaks Property in the Master Plan are as follows: <table><tr><th><u>Property</u></th><th><u>Gross Sq. Ft. or HDR units</u></th><th><u>Water</u> (Max Daily Demand)</th><th><u>Sewer</u> (Max Daily Flow)</th><th><u>Electric</u> (Peak Annual Demand)</th><th><u>Traffic</u> (PM Peak Hour Trips)</th></tr><tr><td>CO Parcel 51</td><td>150,000</td><td>0.079 mgd</td><td>0.026 mgd</td><td>0.93 MW</td><td>145</td></tr><tr><td>CO Parcel 52</td><td>285 Units</td><td>0.101 mgd</td><td>0.074 mgd</td><td>1.00 MW</td><td>165</td></tr><tr><td>CO Parcel 51 & 52</td><td>150,000/285 Units</td><td>0.180 mgd</td><td>0.100 mgd</td><td>1.93 MW</td><td>310</td></tr></table> Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the Addendum, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner 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 Parcel CO-51 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of this Fourth Amendment.	<u>Property</u>	<u>Gross Sq. Ft. or HDR units</u>	<u>Water</u> (Max Daily Demand)	<u>Sewer</u> (Max Daily Flow)	<u>Electric</u> (Peak Annual Demand)	<u>Traffic</u> (PM Peak Hour Trips)	CO Parcel 51	150,000	0.079 mgd	0.026 mgd	0.93 MW	145	CO Parcel 52	285 Units	0.101 mgd	0.074 mgd	1.00 MW	165	CO Parcel 51 & 52	150,000/285 Units	0.180 mgd	0.100 mgd	1.93 MW	310
<u>Property</u>	<u>Gross Sq. Ft. or HDR units</u>	<u>Water</u> (Max Daily Demand)	<u>Sewer</u> (Max Daily Flow)	<u>Electric</u> (Peak Annual Demand)	<u>Traffic</u> (PM Peak Hour Trips)																				
CO Parcel 51	150,000	0.079 mgd	0.026 mgd	0.93 MW	145																				
CO Parcel 52	285 Units	0.101 mgd	0.074 mgd	1.00 MW	165																				
CO Parcel 51 & 52	150,000/285 Units	0.180 mgd	0.100 mgd	1.93 MW	310																				
Department	Planning Division																								
Status	Obligation ongoing - The CO property has active development applications into the City for review.																								
Section	2.5																								
Title	Affordable Housing Amendment #4 – Ord. #5534																								

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	Amendment #5 – Ord. #5734							
Obligation	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 ongoing							
Section	2.5.1							
Title	Affordable Purchase Residential Units Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734							
Obligation	BBC Roseville Oaks, LLC: Amendment #5 Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that nineteen (14) units will be reserved on the Campus Oaks Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows: <table border="1" data-bbox="406 1713 1417 1808"> <tr> <th>Affordable Parcel</th><th>Total Unit in Parcel</th><th>Middle Income Purchase Units</th></tr> <tr> <td>CO-4</td><td>46</td><td>14</td></tr> </table> Such units shall be distributed throughout each Affordable Parcel.		Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units	CO-4	46	14
Affordable Parcel	Total Unit in Parcel	Middle Income Purchase Units						
CO-4	46	14						

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	i. <u>Required Agreements.</u> Prior to the approval of the final small lot residential subdivision map containing lots for affordable purchase units within Parcel 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. <u>Content.</u> The Affordable Purchase Housing Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision, and include specific requirements for marketing of affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements. iii. <u>No City Subsidies.</u> Landowner agrees to provide all of the middle-income affordable purchase units without any subsidy from the City.
Department	Housing Department & Engineering Division
Status	Need Affordable Purchase agreement prior to approval of small lot subdivision map. Agreement in progress as of 5/5/2020 for 14 affordable purchase units.
Section	2.5.3
Title	Inclusion of Affordable Obligation on Large Lot Map Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	BBC Roseville Oaks, LLC: 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 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: 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 ongoing

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Section	2.5.5
Title	Community Facilities Districts Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	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: 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	BBC Roseville Oaks, LLC: Parks, Open Space, and Bike Trails. A total of 18.2 acres of active park land (9.5 acres of which will be dedicated by Landowner and 8.7 of which will be dedicated by Hewlett-Packard pursuant to the Third Amendment), 2.19 net acres of paseo and 1.7 additional acres of open space (to be combined and consolidated with the 44.65 acre existing open space Preserve previously granted to the City by Landowner's predecessor-in-interest, Hewlett-Packard, pursuant to the terms of the Development Agreement) will be dedicated to the City in connection with the development of this Project. Landowner will also pay fees for construction of park and trail improvements, and construct park frontage,

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	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

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	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 Amendment #9 – Ord. #6233
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

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	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. BBC Roseville Oaks, LLC: Amendment #5 BBC Roseville Oaks, LLC Amendment #9 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 C0-2, C0-3, C0-4, C0-6, C0-7, C0-11, C0-12, C0-13 and C0-16, as shown on Exhibit B (the "Phase Band C Parcels"). <u>3.2.2.B</u> 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. <u>3.2.2.C</u> The estimated cost for the design and installation of the park improvements for the HP2/CO64 Park are set forth in the Park Financing Plan and have been used to establish the neighborhood and city-wide park fees for the Property. The improvements to be required by the City for this park site shall consider and accommodate such cost estimates. The cost estimate shall be adjusted by the City, from the Effective Date of this Agreement to the date of commencement of the construction of the improvements, based on the percentage change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index"). Landowner shall bid the work using a City list of pre-qualified park contractors for the park. If the bid amount for the work, together with all design and other park improvement costs then incurred by Landowner, exceeds the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park site to reduce the cost of the work to be installed by Landowner to 108% of such adjusted cost estimate or (ii) agree to pay its share of the cost of the improvements in excess of 108% of such adjusted cost estimate, as such costs are incurred by Landowner. BBC Roseville Oaks, LLC Amendment #9 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 207th 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
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	prior to the issuance of the building permit for the 282nd 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. <u>3.2.2.E</u> Park improvements constructed by Landowner for the HP2/CO64 Park shall include all utilities and all landscaping and irrigation necessary to serve the park improvements to be located therein. <u>3.2.2.F</u> Upon satisfactory completion of such park improvements for the HP2/CO64 Park by Landowner, City shall accept the dedication of the HP2/CO64 Park and assume the ownership and maintenance thereof.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.3
Title	Financing and Improvement Agreements for Parks Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: The construction of improvements to parks within the Campus Oaks Property, and also the construction of the HP2/CO64 Park improvements adjacent to the Campus Oaks Property within Parcel HP-2 of the HP Property, shall be financed through neighborhood and City-Wide park fees established for the Campus Oaks Property by this Agreement. The plan to finance the construction and operation of such park improvements is generally set forth in Exhibit L attached hereto (the "Parks Financing

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	Plan”). i. <u>Financing for Neighborhood Parks.</u> The construction budget for each parcel shall be as allocated in the Park Finance Plan, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average, averaged with the San Francisco Construction Cost Index (the “CCI”). ii. <u>Financing of Paseos.</u> No funding is included in the Park Financing Plan for the development of the paseos. Financing for the maintenance of the paseos shall be provided through the Public Services CFD described in Section 3.23 below. iii. <u>Maintenance District Financing.</u> Pursuant to Section 3.23 below, Landowner shall support the formation of the Public Services CFD defined therein. Among other things, the Public Services CFD shall be authorized to levy special taxes on the Campus Oaks Property to provide maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks Property and the neighborhood park components within the HP2/CO64 Park. Maintenance of the city-wide park components to be installed within the HP2/CO64 Park shall be the responsibility of the City from and after City acceptance of the fully developed park.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.4
Title	Neighborhood Park Fee Amendment #4 – Ord. #5534 Amendment #5 – Ord. #5734
Obligation	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

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	underutilization of entitled dwelling units for the Campus Oaks Property subject to this Agreement exceeds ten percent (10%). In the event of a rezoning of any parcel(s) in the Campus Oaks Property that creates a park funding shortfall, if not otherwise mitigated by the development to the City's satisfaction, City shall require supplemental neighborhood in-lieu fees to fund such shortfall from the rezoned parcel(s). At the completion of all residential and neighborhood park development, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Campus Oaks Property, refund to Landowner such remainder fees. i. <u>Neighborhood Park Frontage Improvements.</u> When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements, which shall include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs, but shall not be required to include sidewalk or landscaping. The cost of this work is not included in the Neighborhood Park Fee and accordingly Landowner shall not be entitled to any reimbursement from the Neighborhood Park Fee for such frontage improvements. City acknowledges that the cost of sidewalks within the park sites is included in the Neighborhood Park Fee. At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Master Plan and upon mutual consent of the City and Landowner. Landowner shall be entitled to a reimbursement for the sidewalk costs installed by Landowner, provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have or expect to have sufficient funds to reimburse Landowner within sixty (60) days prior to commencement of completion of the applicable frontage improvements, the sidewalk improvements shall be deferred to be included as part of the adjacent park improvements and Landowner shall be released from any obligation to construct such sidewalk improvements in connection with the adjacent frontage improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. All frontage improvements, including any sidewalks, shall be constructed consistent with City standards.
Department	Parks Department
Status	Ongoing obligation
Section	3.2.5
Title	City-wide Park Fee Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: In consideration of Landowner's commitment to build the park improvements for the HP2/CO64 Park, including city-wide park components, a city-wide park fee credit shall be applied in lieu of payment of city-wide park fees per dwelling unit, typically due at building permit. The value of the city-wide park fee credits shall be consistent with the budget outlined in the Parks Financing Plan (Exhibit L).
Department	Parks Department
Status	Ongoing obligation
Section	3.2.6
Title	Bike Trail Construction Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC:

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	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 paid
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

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Obligation	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/Planning Department
Status	PUE Granted
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	3.3.7
Title	Retail Power Purchase Amendment #4 – Ord. #5534
Obligation	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

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	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. 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:

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	LANDOWNER shall construct storm drain mains and laterals in accordance with CITY's then current improvement standards and shall provide laterals to serve all buildings on the Property. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains.
Department	Engineering Division
Status	Ongoing obligation
Section	3.4.4
Title	Detention Basins Amendment #1 – Ord. #3665 Amendment #2 – Ord. #5548 Amendment #6 – Ord. #5829
Obligation	Hewlett Packard Company: Hewlett Packard Company and BBC Roseville Oaks, LLC: <i>Amendment #2 – delete all reference to Northern Detention Basin and Undeveloped Northern Watershed</i> Quality Investment Properties: Amendment #6 – delete all reference to Northern Detention Basin and the Undeveloped Northern Watershed. 3.4.4 Detention Basins. LANDOWNER intends to serve the surface water drainage requirements for the development of the Property with the two drainage detention basins proposed for the Property, as generally shown on Exhibit "E" hereto and marked thereon as the "Northern Detention Basin" and the "Southern Detention Basin" (collectively, the "Drainage Basins"). The Northern Detention Basin is designed to serve the drainage needs for development within the area identified on Exhibit "E" as the "Undeveloped Northern Watershed" and the Southern Detention Basin is designed to serve the drainage needs for development within the area shown on Exhibit "E" as the "Undeveloped Southern Watershed." LANDOWNER also intends to serve the drainage needs for the initial development of the Undeveloped Northern Watershed with a temporary detention basin, located in the north portion of the property between Collector B and Collector C as shown on Exhibit "E" (the "Temporary Basin"), which will be designed to store a minimum of five (5) acre feet of water. The design and location of the Drainage Basins and the Temporary Basin shall be subject to CITY review and approval as part of the drainage impact studies. 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

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	Temporary Basin shall be filled/graded to a condition acceptable to the City Engineer. LANDOWNER shall be solely responsible for all maintenance to the Northern and Southern Detention Basins and the Temporary Basin, as and when such Basins are developed for detention purposes as well as the area of the one hundred (100) year floodplain for the South Branch of Pleasant Creek. Prior to construction of any of the Basins, LANDOWNER shall execute an agreement with CITY which specifies LANDOWNER's maintenance responsibilities for the Basins. CITY shall have the right of access to the Basins without prior notice for emergency purposes as determined by the City Engineer. Upon request of CITY, LANDOWNER shall cooperate with reasonable inspections of the Basins and of the maintenance thereof by LANDOWNER, provided LANDOWNER may require a representative thereof to attend and monitor any such inspection by CITY.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.4.6
Title	Flood Water Conservation Easement Amendment #3 – Ord. #5533
Obligation	Hewlett Packard Company: Prior to additional building plan approval for new facility construction in excess of 20,000 square feet upon HP property, Landowner shall dedicate to the City a Flood Water Conservation Easement for that extent of the 100-year floodplain for the unnamed tributary to the South Branch of Pleasant Grove Creek that runs along the southern end of the site (referred to as the "HP Tributary") affecting Lot 26 (HP-1) and Lot 27 (HP-3). The Landowner shall continue to be responsible for the maintenance of the floodplain with rights to the City to access and perform maintenance if needed at any time in the future. Prior to issuance of the building permit for such new facility; Landowner shall enter into a drainage maintenance agreement with the City to confirm Landowner's continued obligation to maintain such floodplain and to assign to the City a right of access necessary for the City to perform any and all required maintenance thereof, at Landowner's cost, in the event Landowner fails to adequately maintain such floodplain improvements.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5
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

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	North Industrial Area and the Northwest Roseville Specific Plan, and; 2) the statements or representations made by CITY associated with previous land use approvals for the Property as to the then-existing and projected water line capacity which would be, or would become available to serve the Property.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.5.2
Title	On-Site Water Lines Amendment #3 – Ord. #5533 – deleted section Amendment #4 – Ord. #5334
Obligation	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	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.

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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	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

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	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

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	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 have no obligation to install or pay for the installation of any off-site treatment or transmission facilities, except for the payment of sewer connection fees levied and collected by CITY at the time of development pursuant to the existing CITY ordinances. <u>3.6.1 Improvement Standards.</u> All sanitary sewer improvements shall be constructed pursuant to CITY's then current Improvement Standards and shall be subject to CITY plan review, construction inspection and final approval. LANDOWNER shall pay then

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	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 Amendment #8 – Ord. #6162
Obligation	Hewlett Packard Company: 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. Parcel 2 – R10 Foothill, LLC (Cokeva) Amendment #8 <u>(Sewer Improvements)</u>. For purposes of Section 3.6.2 of the Development Agreement, CITY hereby agrees that the existing sewer line within Painted Desert Drive constructed by BBC Roseville Oaks 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

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	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 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

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	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 Amendment #8 – Ord. #6162
Obligation	Quality Investment Properties: Amendment #6 "3.8.1. <u>Blue Oaks Boulevard</u>. Blue Oaks Boulevard frontage improvements for Parcel 3 will be completed pursuant to the Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER. Accordingly, Landowner shall only be responsible for the finished grading of the landscaped corridor adjacent to Blue Oaks Boulevard, the construction of an eight foot wide (8') separated sidewalk for Blue Oaks Boulevard · frontage from its intersection with Foothills Boulevard to its intersection with New Meadow Drive, as shown in cross-section in Exhibit C-1, construction of a bus turnout, shelter pad and bus shelter on Blue Oaks Boulevard east of New Meadow Drive, and the completed landscaping and landscape irrigation within the fifty-foot wide (50') landscape set back adjacent to Blue Oaks Boulevard. With the approval of future development plans for Parcel 3, LANDOWNER will be responsible for the installation of all standard improvements associated with access to and from public roads, as determined by CITY. When LANDOWNER constructs an intersection with Blue Oaks Boulevard or receives a building permit for a building located within three hundred feet (300') or .less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the sidewalk improvements from Foothills Boulevard to the western property boundary and the bus turnout, shelter pad and bus shelter. CITY may, at its sole discretion, allow for the construction of the sidewalk and landscaping

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	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). 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
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	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. Hewlett Packard Company and BBC Roseville Oaks, LLC: <i>Amendment #2 – City Acknowledges that all required improvements to Foothills Boulevard have been completed.</i> Parcel 2 – R10 Foothill, LLC Amendment #8 3.8.1 – LANDOWNER has no further obligations for improvements to Blue Oaks Boulevard. BBC Roseville Oaks, LLC Amendment #9 3.8.1.A 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 CFO (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 four and a half (4 1/2) years from the earlier of the following: (1) sale of bonds by the first Infrastructure CFO 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).
Department	Engineering Division
Status	Ongoing obligation 3.8.1.A is complete

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Section	3.8.2
Title	Woodcreek Oak Boulevard Amendment #3 – Ord. #5533 Deleted Section 3.8.1 through 3.8.4 Amendment #4 – Ord. #5534 Revised Section 3.8.2.E & 3.8.2.F
Obligation	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) <i>Prior to the issuance of the first building permit within the Campus Oaks Property, Landowner shall pay to the City the amount of \$128,488.49 per the reimbursement agreement by and between the City and the then developer of the Longmeadow Subdivision made on July 1, 2009, and approved by the City Council as Ord. 09-276. The reimbursement provides payment for public improvements along the frontage of Woodcreek Oaks Boulevard that were in excess of the capacity necessary to serve the Longmeadow Subdivision and which would have otherwise been the obligation of the Campus Oaks project." Inflationary adjustments to the amount due will begin to accrue following the approval of this Fourth Amendment based on the Engineering New Record Construction Cost Index for the United States 20 City average, averaged with the Construction Cost Index for San Francisco (CCI) until such time as the payment is made in full.</i>
Department	Engineering Division
Status	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

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	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

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	any Letters of Credit posted therewith shall be released and returned to LANDOWNER.
Department	Engineering Division
Status	Ongoing obligation
Section	3.8.10
Title	Landscape Setback
Obligation	Hewlett Packard Company: LANDOWNER shall establish a thirty-five foot (35') landscape setback to the east of the right of way of Woodcreek Oaks Boulevard, a fifty foot (50') landscape setback to the south of the right of way of Blue Oaks Boulevard and a fifty foot (50') landscape setback to the west of the right of way of Foothills Boulevard, for landscaping, street lighting, sidewalk, and related uses.
Department	Engineering Division
Status	The landscape setbacks along Woodcreek Oaks Boulevard and Blue Oaks Boulevard were established in the Hewlett-Packard Roseville Campus Master Plan and again in the Campus Oaks Plan. The detailed landscaping improvement plans will be submitted as development occurs on the west and north sides of Campus Oaks as adjacent parcel develop. Frontage landscaping along Foothills Boulevard is complete. Ongoing obligation.
Section	3.8.11
Title	HP Way Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Pursuant to the Second Amendment, Landowner has or will grant to the City an irrevocable offer to dedicate (100), in fee, the right-of-way for HP Way within the HP Property as shown on Exhibit C with the recordation of the Large Lot Final Map or by separate document in form acceptable to the City. Notwithstanding Landowner's dedication of HP right-of-way to the City, the provisions of Section 3.8.8 regarding internal roadway standards remain in effect and Landowner shall not be obligated to comply with City standards with respect to any on-site construction thereof by Landowner in connection with the development of the HP Property. Landowner acknowledges that BBC Roseville Oaks will be obligated under the Fourth Amendment to construct all of HP Way to then current City standards and Landowner will cooperate therewith, at no cost or expense to Landowner. Upon completion of construction of HP Way by BBC Roseville Oaks, and City acceptance of the improvements, the City shall accept the roadway right-of-way dedication for HP Way. BBC Roseville Oaks, LLC: Amendment #4 <i>(Completed) Immediate Construction of HP Way. Within ninety (90) days of approval of this Fourth Amendment, Landowner shall offer to the City an irrevocable offer of dedication (IOD) for the public rights of way for road and utility improvements within the Campus Oaks Property for HP Way, as shown on Exhibit C.</i> <i>Prior to issuance of the first (1st) permit for any grading, development or construction of any improvements or buildings within the Campus Oaks Property, other than a grading permit for roadway construction within the HP Way right of way, Landowner shall have obtained or caused to be dedicated an IOD to the City for all required rights of way and utility easements for the full road improvements of HP Way from Foothills Boulevard to Parcel 4. All improvements to be installed within HP Way shall comply with City's then current standards for public streets.</i>

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	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

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	Property, as reflected by the phasing map attached hereto as Exhibit B. All improvements to be installed within said roadways shall comply with City's then current standards for public streets.
Department	Engineering Division
Status	Ongoing obligation
Section	3.12
Title	Project EIR Mitigation Measures
Obligation	Hewlett Packard Company: LANDOWNER shall be bound by, and shall perform, all mitigation measures contained in the Project EIR which are adopted by CITY and which are identified in the mitigation monitoring plan as being a responsibility of LANDOWNER.
Department	Planning Division and Development and Operations Department
Status	Projects are being conditioned to comply with the EIR mitigation measures. HP created a 46-acre preserve area in the southwest portion of the site which is currently being monitored. Future mitigation plans should be submitted electronic format so that they can be entered into the City's Mitigation database. Ongoing obligation
Section	3.15
Title	Light Rail Funding Amendment #3 – Ord. #5533 – Deleted Section (HP) Amendment #4 – Ord. #5534 – Deleted Section (Campus Oaks)
Obligation	Hewlett Packard Company: LANDOWNER consents to and agrees that the Project shall participate in its fair share of a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville.
Department	Alternative Transportation
Status	Ongoing obligation for R-10 Foothill & Quality Investment Properties. Obligation no longer applies to HP or Campus Oaks parcels - no fee ordinance has been adopted to fund light rail improvements.
Section	3.16
Title	Bike Trails
Obligation	Hewlett Packard Company: Upon written demand of CITY but no sooner than five (5) years from the date of this Agreement, Landowner shall grant and convey to CITY a fee simple interest in an area along the southern boundary of the Property for a Class 1 Bike Trail generally described in Exhibit "I" hereto (the "Bike Trail") with an exact legal description to be determined by mutual agreement, reserving therefrom such easement and other property interests which allow LANDOWNER to retain exclusive access to the Bike Trail from the Property as the LANDOWNER may require, as mutually agreed from time-to-time, for security purposes; provided, however, the Bike Trail shall be made generally available to the public on a regular basis during the daylight hours. CITY shall bear all costs for design, engineering and construction of the Bike Trail, which shall also include relocation of LANDOWNER's existing fence, and the existing footpath and bridge across Pleasant Grove Creek. Prior to making the grant and conveyance required hereby, LANDOWNER shall be provided with and shall approve the improvement plans for the bike Trail and aforementioned relocation, which approval shall not be unreasonably withheld. The improvement plans shall include, at a minimum, security gates located at the westernmost and easternmost points of the Bike Trail. Nothing herein shall be deemed to preclude LANDOWNER from constructing other fencing as it desires between the southernmost boundary of the Property and the northernmost boundary of the Bike Trail at its own cost.

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Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.17
Title	Use of Recycled Water Amendment #1 – Ord. #3665 Amendment #3 – Ord. #5533 Amendment #4 – Ord. #5534
Obligation	Hewlett Packard Company: Landowner shall actively pursue the use of recycled water for the purpose of landscape irrigation for all new projects proposed within the property. The requirement to actively pursue the use of recycled water shall not itself obligate Landowner to use recycled water for such purposes. Landowner in its sole discretion shall determine whether the use of recycled water constitutes a sound business decision given all economic factors Landowner must consider in making said decision. In the event Landowner decides to use recycled water, City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects. All other recycled water uses as may be desired by Landowner shall be reviewed and approved by the Environmental Utilities Director. <u>3.17.1</u> Should Landowner decide to use recycled water: <u>3.17.1.A</u> City of Roseville shall be responsible for preparation and approval of a recycled water engineering report on behalf of Landowner for submission to appropriate state agencies. Landowner shall cooperate with City to provide information necessary to prepare said report. Information shall consist of plans for use of recycled water, or other pertinent data developed by Landowner that will provide the information for said report. Landowner shall provide timely and complete information to allow the City to efficiently prepare said report. <u>3.17.1.B</u> In connection with the use of recycled water, Landowner shall also be responsible for obtaining any and all ancillary necessary permits prior to actual use of recycled water and for the payment of all City fees and charges related thereto. <u>3.17.1.C</u> Provided a foregoing requirements are satisfied, City shall make recycled water available to Landowner at current charges specified in the Roseville Municipal Code. <u>3.17.2 Improvement Standards.</u> All recycled water improvements shall be designed and constructed pursuant to the City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City for review and inspection of such improvements. BBC Roseville Oaks, LLC: Amendment #4 <u>3.17 Recycled Water System Improvements.</u> Landowner shall use recycled water for the purpose of landscape irrigation for all parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses within the Campus Oaks Property. City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects.

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	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

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	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 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. 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

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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:

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	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 #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

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

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

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	(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	3.26
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.

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	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	3.29
Title	Alternative Transportation Modes Marketing Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC: Amendment #4 The Landowner shall provide to each new resident educational and marketing materials for alternative modes of transportation. To implement this requirement, the Landowner will periodically contact the Alternative Transportation Division to obtain current City prepared and produced information.
Department	Alternative Transportation Division
Status	Ongoing obligation
Section	3.30
Title	Master Plan Funding Amendment #4 – Ord. #5534
Obligation	BBC Roseville Oaks, LLC:

**North Industrial Specific Plan – Hewlett Packard Master Plan
DEVELOPMENT AGREEMENT IMPLEMENTATION MATRIX**

	Amendment #4 Landowner shall pay their fair share on a City-wide basis of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan, and Bicycle Master Plan. The fair share payment for each shall be paid to the City prior to recordation of the large lot final map. Total City-wide fair share costs for all plans shall not exceed \$3,500.”
Department	Alternative Transportation Department and Building Division
Status	Ongoing obligation – fee not paid with Large Lot Map (Alt Trans)
Section	5.2
Title	Annual Review
Obligation	CITY shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by LANDOWNER with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Ordinance Code of the State of California. Nothing in this Section 5.2 with respect to the concurrent review of compliance under this Agreement shall be deemed to create a duty or responsibility of CITY or LANDOWNER or define an event of default that but for such concurrent review would not have been so created or defined. Notice of such annual review shall include the statement that any review of obligations of LANDOWNER as set forth in this Agreement may result in amendment or termination of this Agreement. A finding by CITY of good faith compliance by LANDOWNER with the terms of the Agreement shall be conclusive with respect to the performance of LANDOWNER during the period preceding the review. Upon not less than thirty (30) days written notice by the Development Services Director of CITY, LANDOWNER shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement. The costs incurred by CITY for the annual review conducted by CITY pursuant to this Section 5.2 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	Ongoing obligation - performed annually

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

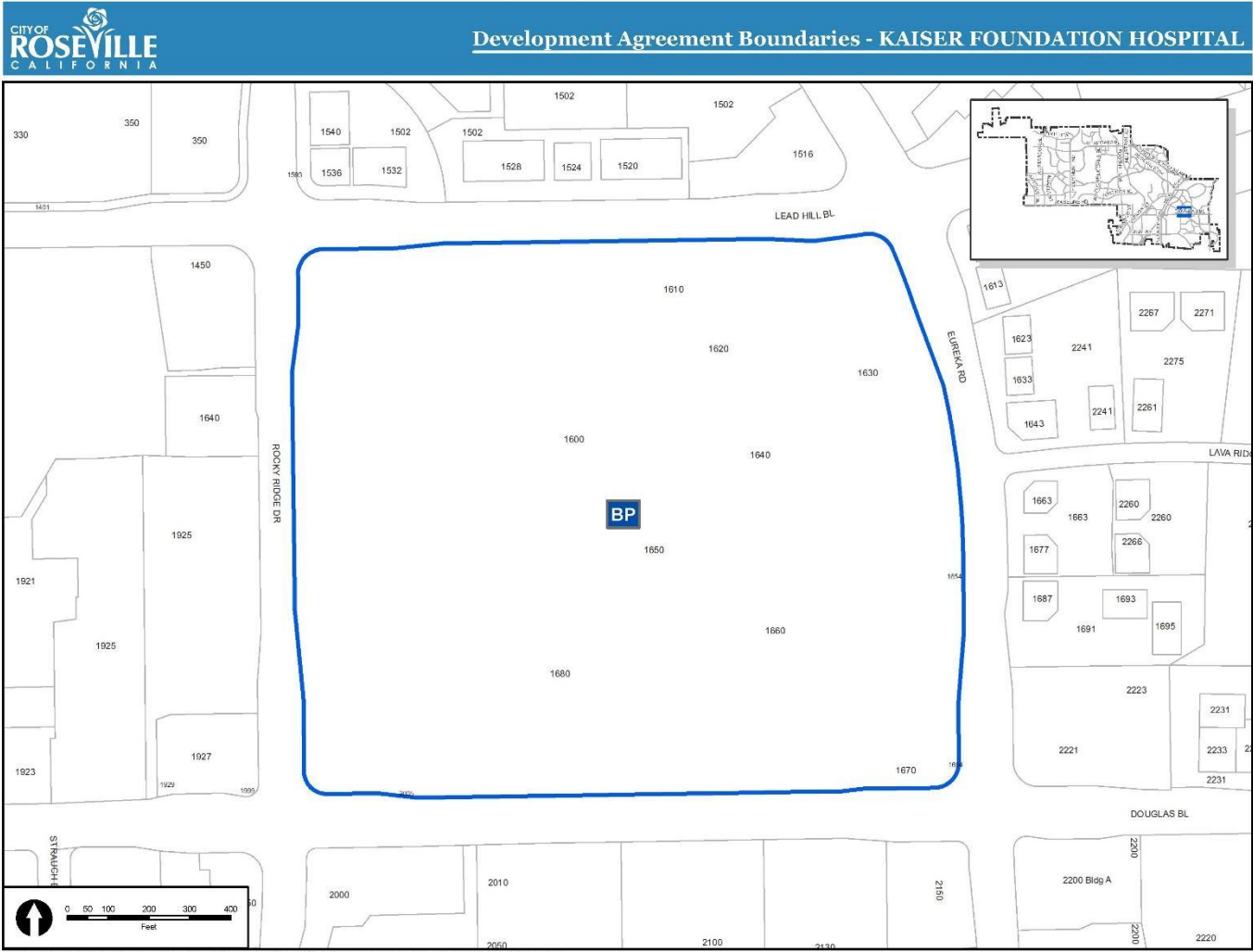
Owner Name: Kaiser Foundation Hospitals
1 Kaiser Plaza
Oakland, CA 94612

Current Agreement: Development Agreement by and between the City of Roseville and Kaiser Foundation Hospital Relative to Kaiser Roseville Medical Center.

<u>Name/Landowner</u>	<u>Adoption Date</u>	<u>Term</u>	<u>Ordinance #</u>
Kaiser Foundation Hospital	June 4, 2004	20 Years	4074
Kaiser Foundation Hospital # 1	December 7, 2022		6593

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

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



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

Development Agreement Obligations <u>Complete</u> as of December 2023	
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	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	Obligation Complete.
Section	3.3.2 & 3.3.3
Title	On and Off-Site Utilities & Improvements
Obligation	Landowner agrees to construct or finance the construction of on-site and off-site electrical distribution facilities, as directed by the Electric Director, required to provide electric service to the property. As shown on Exhibit B-1.
Department	Electric
Status	Obligation Complete
Section	3.4.1
Title	Master Drainage Plan
Obligation	Prior to the approval of any improvement plans the Landowner shall prepare a Master Drainage Plan to the satisfaction of the City Engineer.
Department	Engineering - Review Improvement Plans to ensure consistency with Drainage Study
Status	Master drainage plan complete and approved. Improvements are constructed concurrent with development in conformance with the approved plan. Obligation Complete.
Section	3.4.2
Title	Payment of Fees For Cirby Creek Flood Mitigation Program
Obligation	Prior to the issuance of the 1 st BP, Landowner shall pay a fee of \$20,730 (Drainage 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

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

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	Obligation Complete.
Section	3.7.3
Title	Traffic Mitigation Fees
Obligation	Landowner shall be entitled to credits against the TMF fees in the amount equal to 24% of the per-unit credit and off-set granted to projects prior to DA.
Department	Engineering/Building - Identify and collect fees prior to approval of IMP Plans.
Status	Fees collected concurrent with building permits and reflect the adjusted credit amount. Obligation Complete
Section	3.7.5
Title	No Traffic Signals

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

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	Obligation Complete.
Section	3.7.7
Title	Park and Ride Lot
Obligation	Prior to the Issuance of the 1 st BP, Landowner shall pay \$67,000 to be used by the City to construct 50 Park and Ride lot spaces, including irrigation and landscaping at the Maidu Park Facility. Landowner shall pay within 12 months of Effective Date of this Agreement. Pay fee by July 8, 2005.
Department	CDD/Transit/Building - Monitor and collect fee.
Status	Obligation Complete
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 Complete
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 Complete
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	3.8.3
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	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	Obligation Complete.
Section	3.10
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions

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

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

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
Section	2.2
Title	Permitted Uses/Vested Entitlements Amendment #1: Ord. 6593
Obligation	Vested Entitlements. Subject to the provisions and conditions of the Development Agreement, as amended, 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 the Development Agreement, as amended, and the Entitlements. City acknowledges that the Entitlements include the following land uses and approximate acreages for the Property: Permitted Uses: Medical Campus = 52 acres Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the use, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.
Department	Planning: Implement Land Use
Status	Ongoing obligation
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	Ongoing obligation
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	Building Division
Status	Ongoing obligation
Section	3.8.1

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

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	Ongoing obligation
Section	3.11
Title	EIR Mitigation Measures Amendment # 1 Ord. 6593
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 Project EIR and the Tower Project SEIR related to such development which are adopted by the City and are identified in such environmental documentation as being the responsibility of the Landowner.
Department	Engineering, Planning and Economic Development: Condition/review development projects.
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 improvement plans for 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	3.7.4
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

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

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	4.7
Title	Environmental Mitigation Amendment #1. Ord. 6593
Obligation	The parties understand that the Project EIR and Tower Project SEIR were intended to be used in connection with necessary Entitlements. CEQA and the CEQA Guidelines, particularly Sections 15153, 15162, 15163, and 15164 of the CEQA Guidelines, allow the City to use the NERSP EIR, the Project EIR, and the Tower Project SEIR (collectively, "EIRs") to satisfy the environmental review requirements of CEQA for subsequent projects. City shall use the EIRs, including all related Findings, in connection with the processing of any Subsequent Approvals to the full extent allowed by CEQA and the CEQA Guidelines.
Department	Planning
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 Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual 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

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

	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 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 Planning 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. 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 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 thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Annual Review

**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
Development Agreement Implementation Matrix**

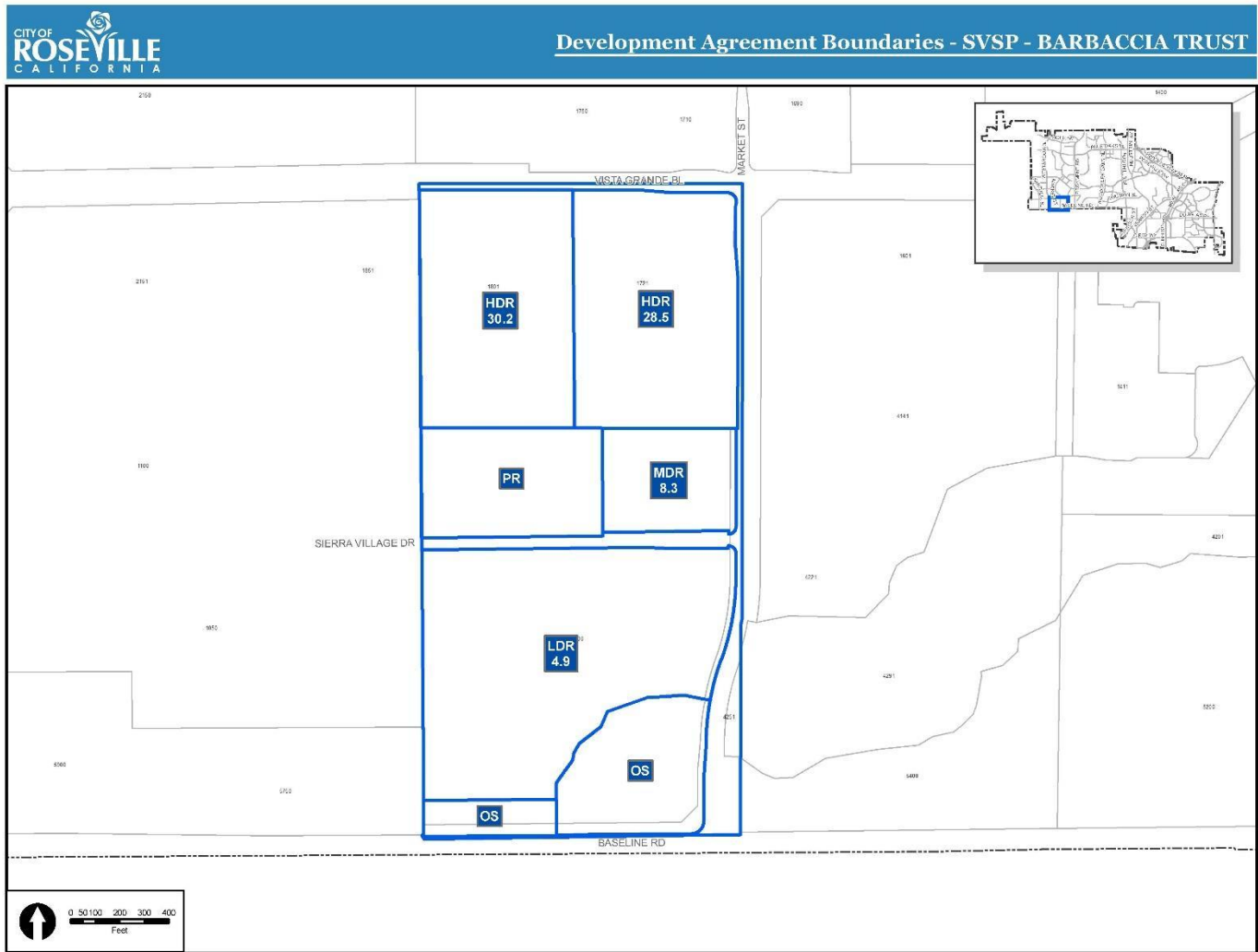
Owner name: The Cyril G. Barbaccia Irrevocable Trust date December 15, 1976
950 South Bascom, Ste 1113
San Jose, CA 95128

Current Agreement: Development Agreement by and between the City of Roseville and Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Cyril G. Barbaccia Irrevocable Trust	June 18, 2010	30 Years	4830
Amendment #1	July 21, 2021		6386

Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 Development Agreement Implementation Matrix

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



Development Agreement Obligations Complete as of December 2023

**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
Development Agreement Implementation Matrix**

Section	2.6.2.4
Title	Community Facility 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
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 Fiddymment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Obligation Complete. Paid 2/12/2019
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

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	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	Obligation Complete
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	Obligation Complete
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the

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	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
Status	Obligation complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.8.8
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	PCWA did not choose to participate in Baseline and Santucci water design. Obligation Complete
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	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation

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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	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.

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Department	Parks and Finance
Status	Obligation Complete
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), 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	Obligation Complete
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

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	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 is 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 is formed – Obligation Complete
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.

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	(g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above- referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any
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	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	District is formed – Obligation Complete
Section	3.17.1.13
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
Status	District is Formed – Obligation Complete
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
Status	Obligation Complete – Annexed into CFD 3 (Annex 27)

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Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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	2.2.1
Title	Property Specific Development Standards Amendment #1 – Ord. #6386
Obligation	At Landowner's option, either the Residential Single Family/Development Standards (RS/OS) attached hereto as Exhibit "E-1" or the RS/OS standards set forth in the Specific Plan shall apply to the Medium Density Residential designated parcels in the First Amendment Property.
Department	Planning Division
Status	Ongoing obligation
Section	2.6
Title	Affordable Housing Amendment #1 – Ord. #6386
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 100 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households The third paragraph of Section 2.6 is revised in its entirety to read as follows: Locations of affordable housing sites, other than single-family affordable purchase

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	residential units, are shown in the Specific Plan and Exhibit "F"		
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	Removed with Amendment #1 - 6386		
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	Removed with Amendment #1 - 6386		
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	Removed with Amendment #1 - 6386		
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	Removed with Amendment #1 - 6386		
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	Removed with Amendment #1 - 6386		
Section	2.6.2.1		
Title	Multi Family Affordable Rental Units – Affordable Obligation Amendment #1 – Ord. #6386		

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Obligation	Landowner agrees that one hundred (100) affordable rental units will be reserved within the First Amendment Property, including fifty (50) units for rental to very low-income households and fifty (50) units for low-income households.				
	Parcels	Total Units in Parcels	Total Affordable	Very-Low Income Rental	Low Income Rental Units
	CG-31	420	100	50	50
Department	Housing Department				
Status	Ongoing obligation				
Section	2.6.2.2				
Title	Required Agreements Amendment #1 – Ord. #6386				
Obligation	Prior to the issuance of a building permit for the applicable Affordable Parcel(s), the parties shall enter into City's then current form of 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 fifty-five (55) 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.				
Department	Housing				
Status	Ongoing obligation				
Section	2.7.1				
Title	404 Permit				
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.				
Department	Engineering Division / Environmental Coordinator				
Status	Ongoing obligation				
Section	2.7.2				
Title	404 Permitting Obligations				
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.				
Department	Engineering Division/ Environmental Coordinator				
Status	Ongoing obligation				
Section	2.7.2.2				
Title	404 Permits for Individual Landowner				
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual				

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	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

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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	Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by

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	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).

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	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:

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	• 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	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts

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	shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymment Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its

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	property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the
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	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
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	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

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	Trans) – Ongoing obligation.
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
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

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	landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation.
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be 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	3.5.9
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

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	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

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	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 - \$40,000 payment due
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

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Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.

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	City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. 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

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	Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound)
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	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

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	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.

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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.

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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	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be

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	demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B").

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	If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.8.4
Title	Water System Sequencing
Obligation	Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement. Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.5
Title	Public Utility Easements
Obligation	Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the

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	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	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

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	(i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement

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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	3.9.4
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

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	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

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	accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Division
Status	Ongoing obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the

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	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

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	commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 7.6 acres of active park land and 10.23 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (AT), not constructed yet
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 7.6 acres of active neighborhood parkland, 0.53 acres open space paseo and 9.7 acres of open space. The following park parcel, open space paseo parcel, and three open space parcels shall be dedicated to City as described below: 1. A 7.6-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel CG-50; 2. A 0.53-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel CG-70; 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

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	acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit 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

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	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, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on

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	Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	No District formed yet-to be paid from future bond proceeds. Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-SO.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL.

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	The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.

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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.

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Department	Engineering Division and Parks Department
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. Ongoing obligation.
Section	3.14.3
Title	Public Benefit Fee

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Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$ 845. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner 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,

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	and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.14.10
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 Outstanding - \$461.38 due
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or

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	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	Annexed into Sierra Vista CFD 2, Annex 5
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between

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	which the amount of assessment may vary.
Department	Finance Department
Status	Annexed into CFD -Ongoing obligation to be levied annually
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	Annexed into Sierra Vista CFD No. 2 (Annex 5)Ongoing obligation to be collected with annual levy
Section	3.19.3

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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	3.20.2
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-developed parcels will be levied
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

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	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 Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes.

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	2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 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
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	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

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	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.
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	C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an 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.
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**Sierra Vista Specific Plan - Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976
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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

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	procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

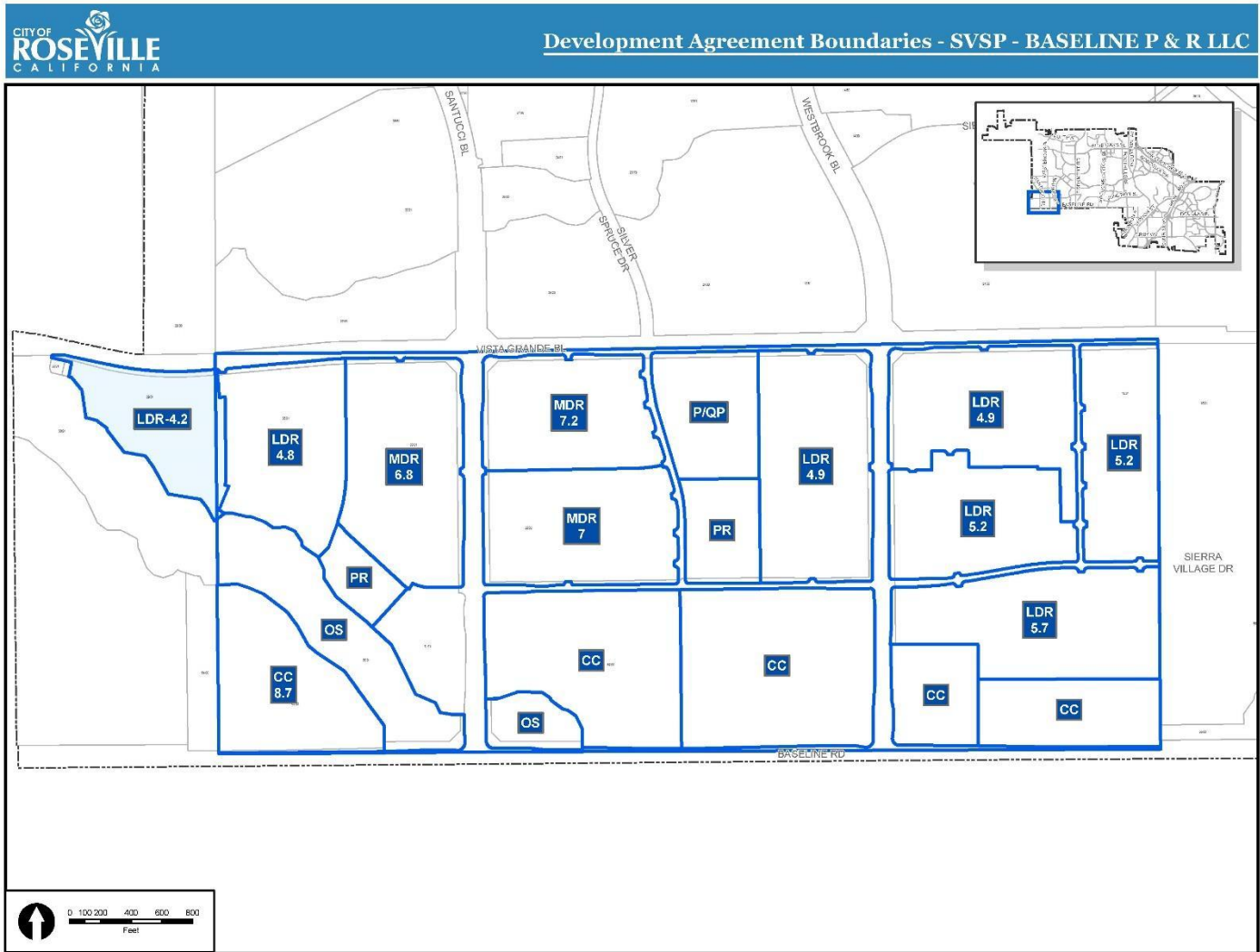
Owner Name: Baseline P&R, LLC
7700 College Town Drive, Ste 101
Sacramento, CA 95826

Current Agreement: Development Agreement by and between the City of Roseville and Baseline P&R, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Baseline P&R, LLC	June 18, 2010	30 Years	4831
Sierra Vista Communities	April 6, 2022		6465
KV Sierra Vista	May 11, 2022		6486
KV Sierra Vista	September 6, 2023		6705

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023	
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 Fiddymment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Payment completed - \$5,880
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligations	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

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	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	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.8.8
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
Status	Obligation Complete - PCWA chose not to participate in Baseline and Santucci design
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	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

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	Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.20.11

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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	Obligation Complete. Annexed into CFD 3
Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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. #6486
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 Low Density Residential: 620 units on 120.5 net acres Medium Density Residential: 536 units on 59.7 net acres High Density Residential: 171 units on 7.5 net acres Community Commercial: 64.0 net acres Community Commercial/Commercial Mixed use: 209 units on 24.42 net acres Community Commercial/Business Professional: 12.2 net acres

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	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 middle income households. 40% for very low income households 40% for low income households 20% for middle income households		
Department	Housing Department		
Status	Ongoing Obligation		
Section	2.6.1		
Title	Affordable Purchase Residential Units		
Obligation	Landowner agrees that 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 Removed with Amendment # 2 – Ord. #6465		
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 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	Ongoing Obligation - 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		

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	middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				
Department	Finance Department				
Status	District Formed– Ongoing Obligation				
Section	2.6.2.1				
Title	Multi Family Affordable Rental Units – Affordable Obligation Amendment # 2 – Ord. #6465				
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
	Landowner agrees that 155 affordable rental units will be reserved within the property, including 77 units for rental to very low income households and 78 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	171	155	77	78
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	District Formed – 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				

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Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.3
Title	Preserve Area Establishment and Perpetual Monitoring Phases
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/ or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville

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	Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division, 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	District Formed– 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	District 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).

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Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.9.1
Title	Affordable Housing Contribution
Obligation	Landowner shall pay to the City a contribution of \$1.50 per habitable square foot for the habitable portions of the independent living units ("AH Contribution"). The AH Contribution shall be paid to the City at building permit issuance for the independent living units in each building(s). No AH Contribution shall be due for the assisted living/memory care units, skilled nursing rooms, amenity food service, or administrative areas. The proceeds from the AH Contribution collected pursuant to this Section 2.9.1 shall be deposited in the City's affordable housing trust fund and used solely to subsidize the production of new regulated affordable housing."
Department	Housing Department
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	Ongoing Obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Attorney: Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction.

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	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

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	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	3.4

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Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Improvement plans are being conditioned – Ongoing obligation
Section	3.11.8
Title	Electric Service for ESL Project
Obligation	City estimates that the ESL Project buildout will demand approximately 19.3 megavolt amperes ("MVA"). Projected electric demands for buildout of the ESL Project exceed the electric demand planned for Parcels KT-41A and KT-41B in the SVSP. To the extent that the ESL Project design exceeds the 19.3 MVA electric demand estimate, Landowner shall fund City's re-evaluation of the electric infrastructure necessary to provide electric service to the ESL Project, to the satisfaction of the Electric Utility Director. The electric infrastructure required to serve the ESL Project buildout consists of seven segments shown and listed in Exhibit "NN" and Exhibit "00". ■ None of the off-site infrastructure in Exhibits "NN" and "00" shall be required for the issuance of the final certificate of occupancy for the ESL Project Phase 1 "Marketing Center" listed in Exhibit "MM" as long as the panel size does not exceed 600 amps at 480 volts. ■ Segments 1 through 6 in Exhibits "NN" and "00" are required to serve the ESL Project not later than issuance of the final certificate of occupancy for the first ESL Project building (shown in Exhibit "MM"), excluding the Marketing Center, up to an ESL Project cumulative electric panel size of 11,500 amps at 480 volts ("Trigger 1"). To the extent that segments 1 through 6 have not been constructed by Trigger 1, Landowner, at Landowner's expense, shall construct segments 1 through 6. ■ Segment 7 in Exhibits "NN" and "00" is required to serve the ESL Project not later than the issuance of the final certificate of occupancy for the first building in the ESL Project that exceeds a cumulative electric panel size of 11,500 amps at 480 volts. ("Trigger 2"). To the extent that segment 7 has not been constructed by Trigger 2, Landowner, at Landowner's expense, shall construct segment 7. ■ If, at any time, ESL Project demand exceeds the cumulative electric panel size of 27,100 amps at 480 volts, re-evaluation of electric service will be required to serve the unbuilt portions of the ESL Project, at Landowner's expense, to the satisfaction of the Electric Utility Director. Any additional upgrades identified shall be the responsibility of the Landowner.

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	Landowner's construction of 12kV electric distribution facilities shall include boring, trenching, construction and installation of all underground conduits, concrete pads, pull boxes, junction boxes, switch vaults, capacitor pads, transformer pads, and appurtenances. Improvement plans for the facilities are subject to City review and approval in accordance with the Roseville Electric Specifications for Commercial Construction. When Landowner completes construction of the 12KV electric distribution facilities, City shall, at Landowner's expense, procure and install all electrical equipment, such as 12KV cable, pad-mount switchgear, transformers, and capacitor bank. Landowner shall fund City's work on the improvements prior to commencement of the work. The ESL Project Marketing Center constructed in ESL Project Phase 1 as shown on Exhibit "MM" shall be exempt from the electric infrastructure requirements for Trigger 1 and Trigger 2. City agrees that the Marketing Center improvements shall be fed by temporary electric facilities, if necessary. As listed in Exhibit "00", improvements constructed by Landowner for segments 1 through 5 shall be eligible for fee credits and/or reimbursements from the SVSP Fee Program, consistent with Section 4.2 of this Agreement. Improvements in segment 6 constructed by Landowner shall be entitled to reimbursement from the City's Traffic Mitigation Fee ("City TMF Fund") no earlier than ten years from the effective date of this Amendment. If insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available. Landowner shall not be entitled to any fee credits and/or reimbursements for any portion of the segment 7 electric improvements.
Department	Electric Department
Status	Ongoing Obligation
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 due \$1,761.65
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.

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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, Fiddymment 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,

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	curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner' s Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner' s Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of 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
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	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
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	extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road. For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.5

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

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	less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division
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

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	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

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	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 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of

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	the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection:
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Development Agreement Implementation Matrix**

	East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound)

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

	All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division
Status	Ongoing Obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.20
Title	Alternative Transportation Marketing

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Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.21
Title	Park and Ride Lots
Obligation	Fifty (50) park and ride spaces shall each be provided by the respective Participating Owner on Parcels DF-40 and KT-41. Such park and ride spaces shall be included in addition to the parking required for the applicable underlying land use if required by City's Zoning Code. Landowner shall install the park and ride spaces at the time of development of the parcel on which the park and ride lot is located. Park and ride lots shall be located proximate to bus stop locations. Park and ride lots shall allow for exclusive daily weekday parking between the hours of 6:30am and 6:30pm. City may consider fewer park and ride spaces on Parcels DF-40 and KT-41 if a future analysis submitted by Landowner(s) of the respective parcels, on their own or jointly, is accepted by City indicating that fewer park and ride spaces than specified in this Section 3.5.21 suffice. Any such reduction in the number of park and ride spaces shall not require an amendment to this Agreement.
Department	Alternative Transportation
Status	Not completed yet – Ongoing Obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing Obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans are being conditioned – Ongoing Obligation
Section	3.6.3
Title	Access to Manholes

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Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans 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

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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.

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	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	3.8.2
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.

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	Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. 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

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	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.

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	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	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.

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	(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	3.9.4
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

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	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

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	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.

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	Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing Obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be 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

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	load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing Obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 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;

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	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 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing Obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing Obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park

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	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.

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	The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	No District formed yet – Ongoing Obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing Obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation

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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.

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	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,

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	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

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	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	District Formed – Ongoing Obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	District Formed – Ongoing Obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing Obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51,JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51,KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing Obligation as construction occurs
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for

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	the provision of library facilities.
Department	Library Department
Status	Ongoing Obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.9
Title	Weed Abatement on P/OP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing Obligation
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing Obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project 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

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	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 with future annexation area to be annexed in still.
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 with future annexation area to be annexed in still.
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation Amendment # 2 – Ord. #6486
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

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	(a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments}, shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non- overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below. (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3)- City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit 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
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	subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar for dollar the above referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s). (j) For the Second Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement."
Department	Finance Department
Status	District formed with future annexation area to be annexed in still. Ongoing maintenance obligation funded by District's levy.
Section	3.17.1.3

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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	District formed with future annexation area to be annexed in still.
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

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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	Annexed into Sierra Vista CFD No. 2
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	Annexed into Sierra Vista CFD No. 2
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

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	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 maintenance obligation funded by District's levy
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	3.20.2
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	Parcels will be levied as they develop.
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.

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	Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing Obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station 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

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	quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road.

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	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")

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	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
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Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

	associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an 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
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**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	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

Sierra Vista Specific Plan - Baseline P&R, LLC Development Agreement Implementation Matrix

	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	4.8.2.1
Title	Infrastructure Fee Allocation Amendment # 2 – Ord. #6486
Obligation	The Second Amendment Property was previously subject to two separate development agreements and assessed two separate fees under the Sierra Vista Specific Plan Fee Program. In the interests of proportionally allocating the fee called for under the Sierra Vista Fee Program, the infrastructure fee shall be allocated as follows: 4.8.2.1.1 Commercial Development. The fee allocated to the commercial development of KT 40B and KT 40C shall be based upon the proportional share of remaining

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	infrastructure obligation determined by acreage and allocated per the following table: <table><tr><td>Parcel</td><td>Acreage</td><td>Percent Allocation</td></tr><tr><td>KT 40B</td><td>2.77/6.17</td><td>45%</td></tr><tr><td>KT 40C</td><td>2.77/6.17</td><td>55%</td></tr></table> The remaining infrastructure obligations called for under the Development Agreement multiplied by the above infrastructure fee percentage allocation table equals the parcel infrastructure fee obligation ("Parcel Infrastructure Fee Obligation"). The above fee allocation will be collected at building permit issuance as follows: 1. If the building permit is for total acreage of either KT- 40B or KT-40C, City will verify that there is no reduction in density, or calculate shortfall payment amount, as applicable. 2. If the building permit is for a portion of acreage of either parcel KT-40B or KT-40C, City will determine percent of land area applicable to application and apply percentage to Parcel Infrastructure Fee Obligation. If one or more structures on a single parcel have more than one building permit, the City may request Parcel Infrastructure Fee Obligation for the entire parcel with the first building permit within such parcel. At the City's discretion, the Parcel Infrastructure Fee Obligation could be allocated proportionally to all planned buildings on a parcel pro rata by building square footage to each building as compared to the building square footage from all buildings on a parcel. Landowner may transfer fee credits, as available and as directed by the Constructing Owner (as defined by Exhibit JJ hereto), to reduce the amount of fees payable. 4.8.2.1.1 Residential Development. The total fee allocated to the residential development on KT-40A, KT-40B, and KT-40C shall be paid proportionally across the first 163 building permits issued.	Parcel	Acreage	Percent Allocation	KT 40B	2.77/6.17	45%	KT 40C	2.77/6.17	55%
Parcel	Acreage	Percent Allocation								
KT 40B	2.77/6.17	45%								
KT 40C	2.77/6.17	55%								
Department	Finance/Building									
Status	Ongoing Obligation									
Section	5.2									
Title	Annual Review									
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.									

**Sierra Vista Specific Plan - Baseline P&R, LLC
Development Agreement Implementation Matrix**

	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**

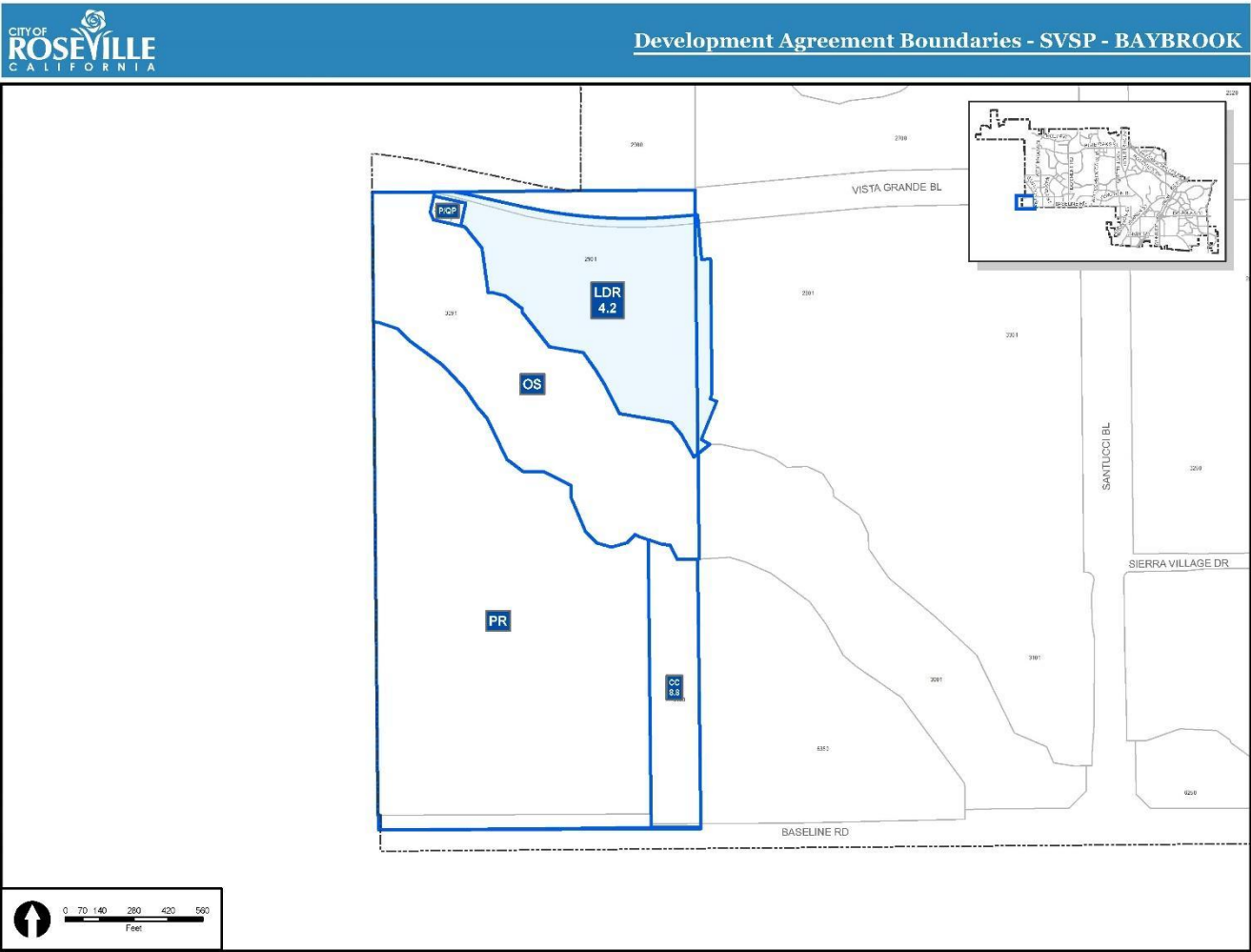
Owner Name: Baybrook Limited Partnership
111 West Washington Street, Ste 1525 Chicago, IL 60602

Current Agreement: Development Agreement by and between the City of Roseville and Baybrook Limited Partnership to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Baybrook Limited Partnership	June 18, 2010	30 Years	4832
KV Sierra Vista	May 11, 2022		6485

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023	
Section	2.6
Title	Affordable Housing
Obligation	Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed to be developed as affordable housing.
Department	Housing Department
Status	Affordable units not designated for this property. Units being developed in other areas of SVSP. No affordable housing obligations
Section	2.7.2.1
Title	404 Permits for Backbone Infrastructure and Public Improvements
Obligation	These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity disturbances, and include those certain segments of Backbone Infrastructure located off- site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddymment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division, Open Space Division and Environmental Coordinator
Status	Obligation Complete – \$320.00 paid
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.

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	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	3.11.3
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

**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

	required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.8.8
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.

**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

Department	Environmental Utilities Department
Status	Obligation complete – PCWA chose not to participate in Baseline or Santucci design.
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	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.12.10.1
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

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.
Department	Planning Division
Status	Ongoing Obligation
Section	2.2

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Title	Vested Entitlements
Obligation	Low Density Residential: 62 units on 12.4 net acres Community Commercial/Commercial Mixed use: 5.2 net acres Park: 39.9 net acres Open Space: 17.9 net acres Other Public: .3 net acres Right of Way: 4.1 net acres
Department	Planning Division
Status	Ongoing Obligation
Section	2.7.1
Title	404 Permit
Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2
Title	404 Permitting Obligations
Obligation	404 permits will be processed in generally two categories: 404 permits for backbone infrastructure, including off-site public improvements and individual landowner 404 permits.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any 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

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	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.

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Department	Engineering Division, Open Space Division and Finance Department
Status	Finance: District formed. 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: District 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	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.

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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.

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	Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	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

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	and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Improvement plans and map are being conditioned – Ongoing Obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts 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, Fiddymment 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.

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	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) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also
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	include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another 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
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	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

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	improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of 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

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Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing Obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be 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.

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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

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	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

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	will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound)

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	One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay 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
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	City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N/A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction

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	• Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-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.

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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

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	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

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	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

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	under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline

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	Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such 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

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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	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

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	(i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement

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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	3.9.4
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

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	shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.10.4

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Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.
Department	Engineering Department
Status	Ongoing Obligation
Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing Obligation.
Section	3.11.5
Title	Streetlights

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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

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	certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing Obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 39.9 acres of active park land and 17.9 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Parks/Alt Trans)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 39.9 acres of active Citywide Parkland, 17.9 acres open space. The following park parcel, open space paseo parcel, and three open space parcels shall be dedicated to City as described below: 1. A 39.9 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel KT-50; and 2. A 17.9-acre, more or less, portion of the Property for the purpose of drainage, flood control, bike trails, fuel modifications (i.e. fire breaks) and preservation of wetland habitat and open space, shown as Parcel KT-80A. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing Obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing Obligation

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Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing Obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Not formed yet – Ongoing Obligation
Section	3.12.3
Title	Neighborhood Park Fee
Obligation	In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund. The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the SVSP. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s). At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the SVSP, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the SVSP, refund to Landowner a pro-rata share of any remainder fees.
Department	Parks Department
Status	Ongoing Obligation

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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, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing Obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements

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Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing Obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing Obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed

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	the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10

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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

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	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: District formed. Ongoing Obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280 . The Public Benefit Fee for each high density residential unit shall be \$ 845 . Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: District formed. 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

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Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51,JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51,KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing Obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing Obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.9
Title	Weed Abatement on P/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	3.14.10
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

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Status	Obligation Due \$95.87
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	District formed – Ongoing Obligation
Section	3.17.1.1

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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 – 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.

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	(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
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	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	District formed 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	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	District formed - 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

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	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	District formed 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

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	Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment 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	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

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	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 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

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	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 Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.

**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

	5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual
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**Sierra Vista Specific Plan - Baybrook Limited Partnership
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	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

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement: (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City.
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Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E. E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements. F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.
Department	Engineering and Building Division
Status	Ongoing Obligation
Section	3.27
Title	Third Party Construction of Santucci Boulevard
Obligation	In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City

Sierra Vista Specific Plan - Baybrook Limited Partnership Development Agreement Implementation Matrix

	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

**Sierra Vista Specific Plan - Baybrook Limited Partnership
Development Agreement Implementation Matrix**

Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing Obligation

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

Owner Name: DF Properties, Inc.
2013 Opportunity Drive, Ste 140
Roseville, CA 95678

Current Agreement: Development Agreement by and between the City of Roseville
and DF Properties, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
DF Properties	June 18, 2010	30 Years	4833

Amendment #1	February 3, 2021	6322
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**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023	
Section	2.6.2.2
Title	Required Agreement Amendment #1 - 6332
Obligation	Prior to recordation of the small lot tentative subdivision map for SVSP Large Lot Parcel DF-20, 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 fifty-five (55) 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.
Department	Housing Department
Status	Obligation Complete
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 Fiddymment 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

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.3.1
Title	Recordation of Large Lot Maps
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.8.8
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

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	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	Obligation Complete – PCWA chose not to participate in Baseline and Santucci design.
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	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.19.2
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

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

	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 the 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
Status	Obligation complete. Ongoing maintenance obligation funded by District's levy

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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

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Section	2.2.1
Title	Property Specific Development Standards Amendment # 1 – Ord. 6332
Obligation	At Landowner's option, either the Residential Single Family/Development Standards {RS/DS} attached hereto as Exhibit "E-1" 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 Amendment # 1 – Ord. 6332
Obligation	Landowner shall develop or cause ten percent of the total residential units which are actually constructed to be developed as affordable housing. Landowner shall provide 5 units to middle income households. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Landowner of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Landowner 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, Landowner shall provide twenty-two (22) 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. This includes nine (9) units affordable to very low-income households, nine {9} units affordable to low-income households, and four (4) units affordable to middle-income households. Any adjustment based on actual development shall be subject to the 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. 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 may be calculated at the upper range of the specified income levels, if no City subsidy is provided or other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Parcel. Unless a City subsidy is provided, as set forth in Section 2.6.2.4 below, or other restrictions are placed on the Parcel due to the type of financing secured by the ultimate developer of the Parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels. However, subject to the requirements of Section 2.6.2.4 below, based on the amount and types of subsidies necessary to develop affordable housing, the qualifying rents may be calculated based on a mid-range or the lower-end of the income ranges cited herein. Locations of affordable housing sites, other than single-family affordable purchase residential units, are shown in the Specific Plan and Exhibits "F" and "F-1". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

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Department	Housing Department												
Status	Ongoing Obligation												
Section	2.6.1												
Title	Affordable Purchase Residential Units Amendment #1 – Ord. 6332												
Obligation	Landowner agrees that 31 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>DF-20</td><td>413</td><td>5</td></tr></table> <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>DF-20</td><td>103</td><td>4</td></tr></table> Such units shall be distributed throughout such Parcel.	Parcel	Total Units in Parcel	Middle Income Purchase Units	DF-20	413	5	Parcel	Total Units in Parcel	Middle Income Purchase Units	DF-20	103	4
Parcel	Total Units in Parcel	Middle Income Purchase Units											
DF-20	413	5											
Parcel	Total Units in Parcel	Middle Income Purchase Units											
DF-20	103	4											
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												
Section	2.6.2.1												

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Title	Multi Family Affordable Rental Units – Affordable Obligation Amendment # 1 – Ord. 6332
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. In satisfaction of the Property's obligation to provide housing to nine (9) low income and nine (9) very low income households, Landowner agrees that eighteen (18) affordable rental units will be provided within the Infill Area of the City, as further identified in Exhibit "F-1"
Department	Housing Department
Status	Ongoing Obligation
Section	2.6.2.3
Title	Transfer/Satisfaction of Obligation Amendment # 1 - 6332
Obligation	At the request of Landowner, the affordable rental housing obligation (or any portion thereof), including any excess affordable rental units committed to by Landowner above its allocated affordable rental housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, from one Parcel to another parcel within the Specific Plan or elsewhere in the Infill Area of the City's General Plan, as identified in Exhibit "F-1", subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Landowner and the owner(s) of the receiving parcels shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.
Department	Housing Department

**Sierra Vista Specific Plan - DF Properties, Inc.
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Status	Ongoing Obligation
Section	2.6.2.4
Title	No City Subsidies Amendment # 1 - 6332
Obligation	Landowner agrees to provide all of the rental units without any subsidy from the City. Landowner 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 etseq. ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Project entitlements, permits, or approvals have conferred upon the Landowner and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.
Department	Housing Department
Status	Ongoing Obligation
Section	2.6.2.5
Title	Community Facilities Districts Amendment # 1 – Ord. 6332
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	Housing Department
Status	Ongoing Obligation
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
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

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	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.

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Department	Engineering Division and Finance Department
Status	Finance: 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: Ongoing Obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing Obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing Obligation.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Attorney: Evaluation done at time of conveyance. Ongoing Obligation.

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Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.
Department	Engineering Division
Status	Ongoing Obligation

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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.

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	Landowner acknowledges that modifications to the Phasing Plan shall require additional City review. Special studies including but not limited to, water, recycled water, sewer, storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/ or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs, of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.
Department	Environmental Utilities Department and Engineering Division
Status	Improvement plans being conditioned – Ongoing Obligation
Section	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing Obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing Obligation

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Section	3.5.2
Title	Arterial Roadways Amendment # 1 – Ord. 6332
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its 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,

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	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) Fiddymont Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymont Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymont Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymont 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. Fiddymont Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymont 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 Fiddymont Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymont Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. Fiddymont Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymont 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
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	permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in three phases in accordance with Revised Exhibit "H". Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive {excluding construction of Upland Drive itself). The northern segment of Fiddymment Road Frontage Improvements has already been constructed. The middle segment of Fiddymment Road Frontage Improvements adjacent to JM-85 and JM-21 will be triggered when JM-21 develops. As part of the middle segment, a traffic signal will be required at the intersection of Fiddymment Road and Westlake Drive in accordance with Revised Exhibit "K". The southern segment of Fiddymment Road Frontage Improvements adjacent to DF-42 will be triggered when DF-42 develops. If the southern section develops first, the developer of DF-42 must construct the signal at the San Fernando intersection, in addition to their Fiddymment Road Frontage Improvements. Additionally, within four (4) years of recordation of this First Amendment, the developer of the southern segment of Fiddymment Road Frontage Improvement shall enter into a Deferred Improvement Agreement (DIA) for the southern segment of Fiddymment Road Frontage Improvements. At five (5) years from the recordation of this First Amendment, the City in its sole discretion may require the developer of DF-42 to complete the southern segment of the Fiddymment Road Frontage Improvements. (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
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	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

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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.

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	<u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing Obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing Obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing Obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing Obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as

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	provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.9

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Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing Obligation
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

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Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements

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Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.

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	City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing Obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. 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

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	permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes
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	One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing Obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.5.21
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

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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

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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

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	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

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Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing Obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista

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	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

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	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	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this section and the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system. In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities, which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236

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	square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled 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

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	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	3.9.4
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

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	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

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Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing Obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing Obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

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	1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing Obligation
Section	3.12
Title	Parks, Open Space and Bike Trails

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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	Ongoing Obligation
Section	3.12.2
Title	Financing for Parks

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Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing Obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing Obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	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

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	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	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

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	City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing Obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing Obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing Obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – Ongoing Obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%.

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	At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing Obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing Obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the

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	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.

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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	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

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	Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: 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 shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing Obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities

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	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	3.14.10
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 Due \$916.78
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

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	improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.
Department	Finance Department
Status	Ongoing Obligation. District formed with future annexation area still to be annexed in
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	Ongoing Obligation
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.

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	(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
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	residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	Ongoing Obligation District formed with future annexation area still to be annexed in
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Ongoing Obligation
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

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	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. Ongoing maintenance obligation funded by District's levy
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	Ongoing Obligation Annexed into Sierra Vista CFD No. 2
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

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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 funded by District's levy
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, will levy parcels as they are developed
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

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	practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing Obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station 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

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Status	Ongoing Obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement.

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	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

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	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
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	reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an 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
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	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

**Sierra Vista Specific Plan - DF Properties, Inc.
Development Agreement Implementation Matrix**

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**

**Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates
Development Agreement Implementation Matrix**

Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

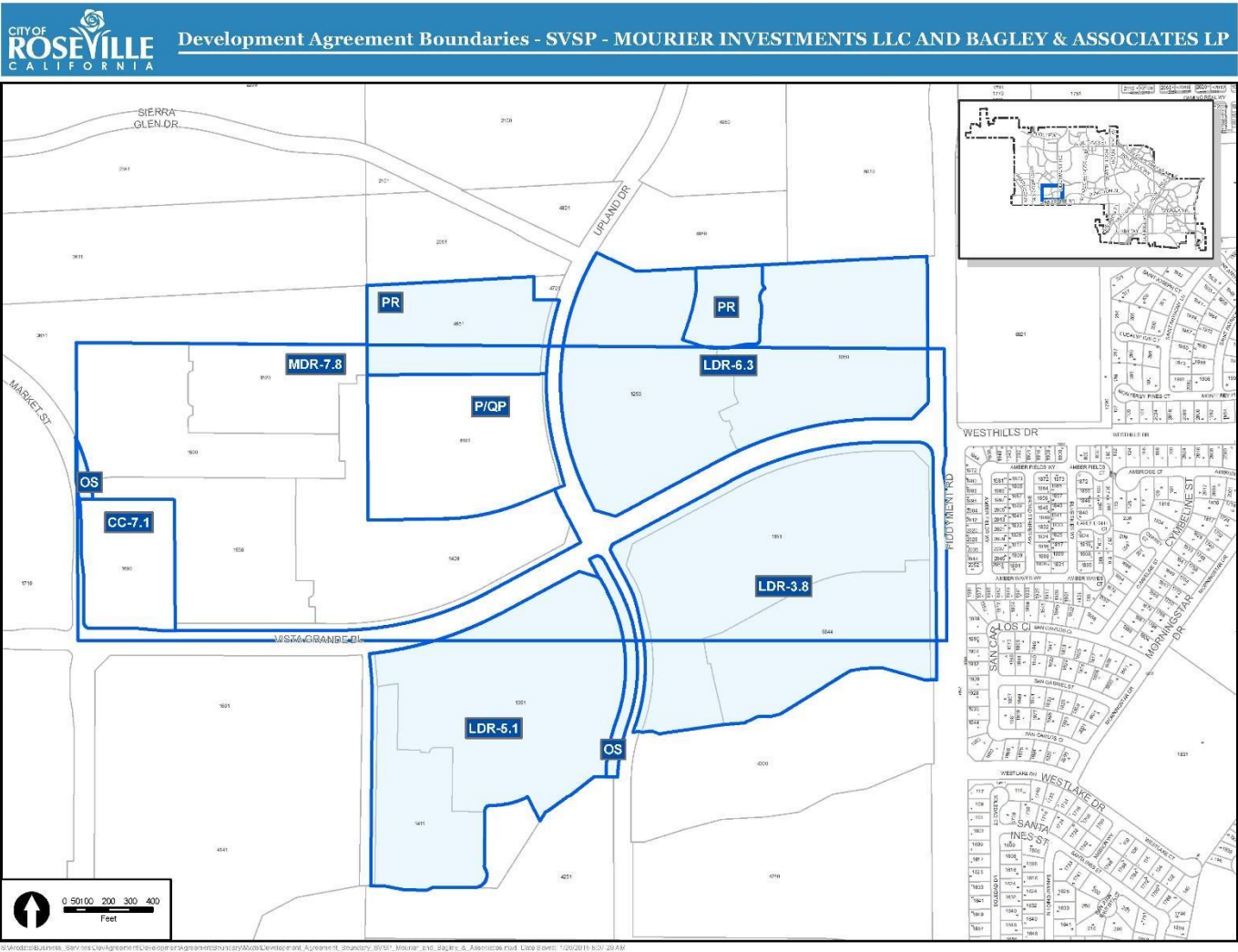
Bagley & Associates, L.P.
2139 S. Camino Real
Washington, Utah 84780

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC and Bagley & Associates, L.P. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Bagley & Associates, L.P.	June 18, 2010	30 Years	4835
Amendment #1 Mourier Investments, LLC and John Mourier Construction, Inc.	Mar. 4, 2020		6196
Amendment #2	February 17, 2021		6335

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



**Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023	
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 Fiddymment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.2.1
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

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	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	3.3.1
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	Obligation Complete
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

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

	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	Obligation Complete
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering
Status	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities
Status	Obligation Complete
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
Status	Obligation Complete – PCWA chose not to participate in the Baseline or Santucci design
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

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	recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative

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Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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. #6196 Amendment #2 – Ord. #6335
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 Mourier Investments Amendment #1 Low Density Residential: 230 units on 45.0 net acres Medium Density Residential: 322 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 Amendment #2 Medium Density Residential: 35 units on 5.65 Net Acres Right of Way: 1.2 Net Acres
Department	Planning Division
Status	Ongoing obligation
Section	2.6

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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

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	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: District formed – 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: District formed – Ongoing obligation
Section	2.7.5

Sierra Vista Specific Plan - Mourier Investments, LLC and Bagley & Associates Development Agreement Implementation Matrix

Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	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

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	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	3.5
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:

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	Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the 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:

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	(a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of
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	Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another participating Owner's property pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the IMF applied to DUEs on Landowner's Property. When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5% of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve; Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area. (d) Baseline Road. Landowner shall be obligated to construct its Frontage 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
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	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	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form

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	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,

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	shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymint 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	3.5.9
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

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

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	portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the

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	following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA
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	North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per 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

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	Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management 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

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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

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	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 Amendment #2 – Ord. #6335
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

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	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. Amendment #2 Last paragraph added: Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2 so long as Landowner pays the applicable fee.
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	Water Conservation Goal Amendment #2 – Ord. #6335
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

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	Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein. The City has determined, and 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 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 sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. 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. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide 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
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	notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymont Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci

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	Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such 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

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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	3.9
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 "U", 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 "U". 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 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 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 (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase,

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	construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30-/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU /month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", 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 distribution system as generally shown in Exhibit "U". 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 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 WRSP 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 WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction
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	phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City- shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements. If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated \$5.3 million for the Recycled Water Facilities described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated \$5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities.
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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	3.9.4
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

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	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

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	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 Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney

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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.

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	3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 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

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Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	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

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	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, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other

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	funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%.

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	At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the

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	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	Parks Department, Engineering Division and Environmental Coordinator
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the

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	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	District formed – 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

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	Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$ 845. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Finance: District formed – 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 shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials

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	Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
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	3.14.10
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 Due \$407.46
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

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	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 with future annexation area.
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 – Ongoing obligation
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation Amendment #1 – Ord. #6196
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.

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	(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) For the First Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City- Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.
Department	Finance Department
Status	District formed – 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	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

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	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	District formed – 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	District formed – 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

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	which the amount of assessment may vary.
Department	Finance Department
Status	District formed – 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 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	District formed Ongoing obligation levied annually to cover cost of maintenance

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Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	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	Annexed into CFD 3
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-developed parcels will be levied
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

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Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station 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

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	Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 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.

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	16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub- stations)and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/ construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/ construction of any public facilities. 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.

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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

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	reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26. E.
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	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

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	benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the 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

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	Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Mourier Investments and Computer Deductions
Development Agreement Implementation Matrix**

Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

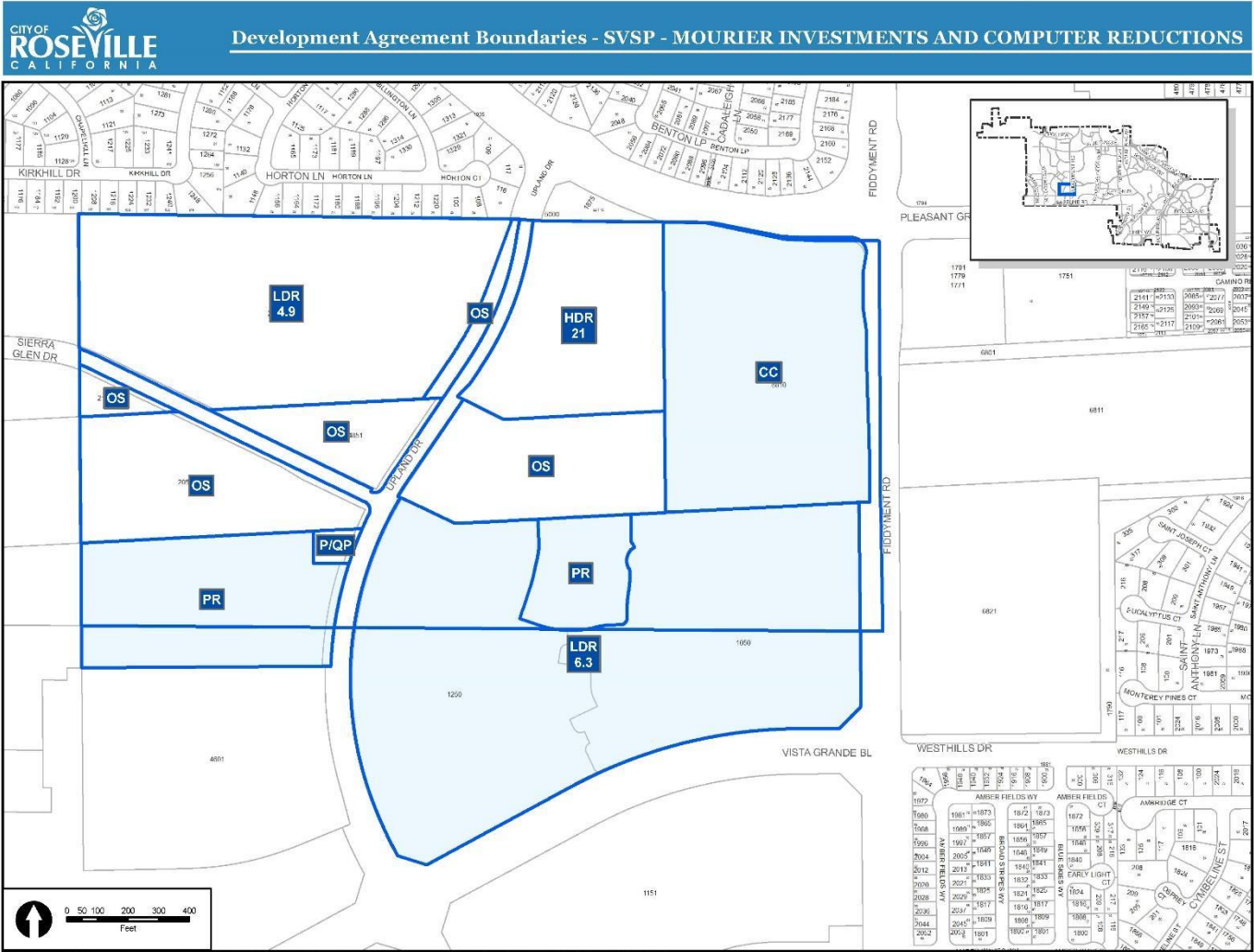
Computer Deductions, Inc.
2701 Rattlesnake Road
Newcastle, CA 95658

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC and Computer Deductions, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Computer Deductions, Inc.	June 18, 2010	30 Years	4836
Amendment #1 Mourier Investments, LLC and John Mourier Construction, LLC	Mar. 4, 2020		6195
Amendment #2	February 17, 2021		6336

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



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Development Agreement Obligations <u>Complete</u> as of December 2023	
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 Fiddymment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.3.1
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	Obligation Complete
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted. I do
Department	Engineering Division
Status	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation Complete

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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	Obligation Complete – PCWA chose not to participate in the Baseline or Santucci design
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	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.

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	The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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

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Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #6195 Amendment # 2 – Ord. # Amendment # 3 – Ord. #
Obligation	Amendment #1 Low Density Residential: 68 units on 11.9 net acres Medium Density Residential: 135 units on 17.0 net acres High Density Residential: 159 units on 6.1 net acres Professional: 15.1 net acres Park: 8.3 net acres Open Space: 16.0 net acres Open Space (paseo): 0.9 net acres Well Site: 0.3 net acres Right of Way: 4.7 net acres Amendment #2 High Density Residential: 176 units on 7.5 net acres Right of Way: 0.38 net acres Amendment #3 High Density Residential: 176 units on 7.1 net acres Community Commercial: 13.9 net acres Right of Way: 0 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 138 units affordable to very low, low to middle income households. 40% for very low income households 40% for low income households 20% for middle income households
Department	Housing Department
Status	Obligation current - Not developed yet
Section	2.6.1.1
Title	Multi Family Affordable Rental Units Affordable Obligation Amendment #1 – Ord. 6195

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Obligation	Landowner agrees that 138 units will be reserved as detached and/or single family residential units affordable to middle income purchasers as follows: Amendment #1				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	JM-30	138	138	69	69
	Landowner agrees that one hundred forty-six (146) affordable rental units will be reserved within the Property, including seventy-three (73) units for rental to very low income households and seventy-three (73) 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
JM-30	159	146	73	73	
Amendment #2	Landowner agrees that one hundred seventy-six (176) affordable rental units will be reserved within the Property, including eighty-eight (88) units for rental to very low income households and eighty-eight (88) 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
	JM-30	176	176	88	88
Department	Housing Department				
Status	Obligation current - Not developed yet				
Section	2.6.1.4				
Title	Community Facilities Districts				
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.				
Department	Finance Department				
Status	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				

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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

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	identified in the City of Roseville Open Space Preserve Overarching Management Plan. The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permits.
Department	Engineering Division, Environmental Coordinator and Open Space Division
Status	Ongoing obligation
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 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	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

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	Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division/ Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances not inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road

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	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

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	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	3.4
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

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	line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside 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

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	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) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in
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	advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes and such Frontage Improvements constructed on another 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
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	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

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	and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/ or construction of collector roadways. Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFO or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works
Status	Ongoing obligation
Section	3.5.5
Title	Road Improvement Standards
Obligation	All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.
Department	Public Works
Status	Ongoing obligation
Section	3.5.6
Title	Landscape Setbacks
Obligation	For the roadways within and/ or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/ or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/ decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. 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

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Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be 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	3.5.9

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Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
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

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Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Watt Avenue and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Project boundary to Baseline Road. At the time of the adoption, Participating Owners or any of them do not waive their right to protest the amount of the fee. A Plan Alignment for Santucci Boulevard indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.15
Title	Placer County Traffic Mitigation Fee
Obligation	Landowner agrees to pay to City a fee of \$327 per DUE to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements

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Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.

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	City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. 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

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	shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes
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	One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities. In the event that the WRSP has not constructed sewer facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP. Landowner shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein, Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.1
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.2
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Access to Manholes

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Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Wastewater Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.6.6
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.

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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. Amendment #2 Final paragraph added: Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2 so long as Landowner pays the applicable fee.
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

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	Amendment # 2 – Ord. #6336
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. The City has determined, and 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 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 sources currently used throughout the City; namely, surface water contracts with federal and

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	local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid." 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. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall 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

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Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban 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

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	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	3.9
Title	Recycled Water Facilities Amendment # 2 – Ord. # 6336

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Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "U", 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 "U". 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 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 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 (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 Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30 / sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20 / sewer EDU/ month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and
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	(iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then C1.U Tent 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. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", 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 distribution system as generally shown in Exhibit "U". 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 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 WRSP 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 WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated-at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the 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
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	recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements. If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated \$5.3 million for the "Recycled Water Facilities" described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated \$5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to" the Project to fund the Recycled Water Facilities.
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

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	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	3.9.4
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.

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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

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Section	3.11
Title	Electric
Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction

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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	3.12
Title	Parks, Open Space and Bike Trails
Obligation	Landowner shall dedicate to City a total of 8.3 acres of active park land and 16.88 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this

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	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/PRL)
Section	3.12.1
Title	Park and Open Space Dedications
Obligation	Landowner shall dedicate to City a total of 8.3 acres of active neighborhood parkland, 0.88 acres open space paseo and 16.0 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 5.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel JMG-50 (partial); 2. A 2.6-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel JM-51; 3. A 0.88-acre, more or less, portion of the Property for the purposes of an open space paseo, shown as Parcel JM-71; 4. A 0.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-80; 5. A 6.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-81; 6. A 2.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-82;and 7. A 6.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-83. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels ,i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks

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Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	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

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	(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, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department

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Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non- reimbursable and non- creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan 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

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	trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10

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Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following four parcels: 1. A 0.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-80; 2. A 6.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-81; 3. A 2.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-82; d 4. A 6.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-83.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Open Space Division
Status	No dedications as yet – ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – ongoing obligation
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit, to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such

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	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	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

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	pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high density residential unit shall be \$845. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51,JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51,KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that

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	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	3.14.10
Title	Ortho-photography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with the Participating Owners and pay its fair share of cost of ortho-photography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the SVSP.
Department	IT Department and Engineering Division
Status	Obligation Due \$173.77
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,

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	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 with future annexation area to be annexed in still
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 with future annexation area to be annexed in still
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation Amendment #1 – Ord. 6195
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

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	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)
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	provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City. Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s). Amendment #1 (i) For the First Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.
Department	Finance Department
Status	District formed with future annexation area to be annexed in still- 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

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	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	District formed with future annexation area to be annexed in still -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	District formed with future annexation area to be annexed in still – 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

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	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	District formed – 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	District formed – 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 phase O&M Plan and during Perpetual Monitoring per the Monitoring 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;

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	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	District formed-Ongoing obligation of annual levy for ongoing maintenance costs.
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	Annexed into CFD 3 – Ongoing obligation
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation –developed parcels will be levied.
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

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
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

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	other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.

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	12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	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.

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	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

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

	City; or (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or, (3) If such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement. Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation. B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development
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Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

	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

Sierra Vista Specific Plan - Mourier Investments and Computer Deductions Development Agreement Implementation Matrix

Obligation	To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the 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.

**Sierra Vista Specific Plan - Mourier Investments and Computer Deductions
Development Agreement Implementation Matrix**

	In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Mourier Investments & Wealth Properties
Development Agreement Implementation Matrix**

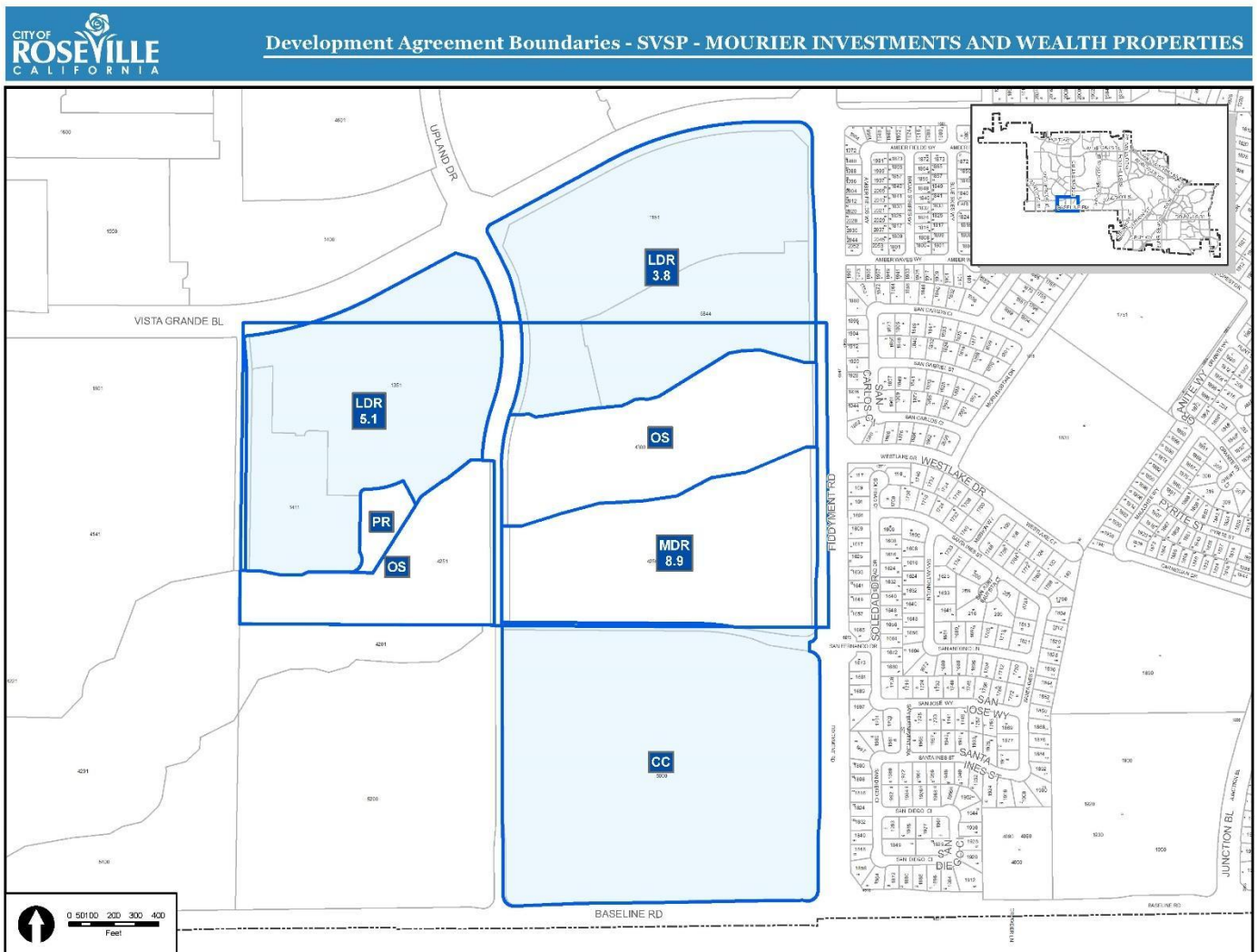
Owner Name: Mourier Investments, LLC
1430 Blue Oaks BL., Ste 190
Roseville, CA 95747

Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments LLC and Wealth Properties, Inc. to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC and Wealth Properties, Inc.	June 18, 2010	30 Years	4837
Amendment #1 Mourier Investments and John Mourier Construction, Inc.	Mar. 4, 2020		6197
Amendment #2	February 3, 2021		6323

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan - Mourier Investments & Wealth Properties
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023	
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 Fiddymment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.2.1
Title	Landowners obligations for backbone Infrastructure
Obligation	The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorder's Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s). Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure. As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will: A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404 Permit(s) (as herein defined). B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s). C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

Department	Engineering Division
Status	Obligation Complete
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	Obligation Complete
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation Complete

Sierra Vista Specific Plan - Mourier Investments & Wealth Properties Development Agreement Implementation Matrix

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
Status	Obligation complete – PCWA chose not to participate in the Baseline or Santucci de
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	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.

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	The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.20.2.1
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
Status	Annexed into CFD 3

Development Agreement Obligations Not Complete as of December 2023

Section	2.1
Title	Permitted Uses

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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.6197
Obligation	Low Density Residential: 243 units on 47.8 net acres Park: 1.5 net acres Open Space: 25.6 net acres Open Space (paseo): 0.8 net acres Right of Way: 4.4 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.

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	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

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	particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Open Space Division, Planning Division and Finance Department
Status	Finance: No District formed yet – Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City. Ongoing obligation
Section	3.2
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.

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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.

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	• 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	3.4
Title	Public Utilities within Right of Way
Obligation	All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.
Department	Environmental Utilities
Status	Ongoing obligation
Section	3.5
Title	Road Improvements
Obligation	Landowner, at its expense, shall provide the road improvements in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement. 3.5.1 Landowner's Obligation: Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Landowner obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of 1/2 of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility

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	easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways Amendment #2 – Ord. 6323
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing

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	Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-foot of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of its the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases in accordance with Exhibit "H". Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also
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	include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage improvements, that Participating Owner shall complete its Frontage improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in three phases in accordance with Revised Exhibit "H". Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself). The northern segment (Segment 1 as identified on Exhibit H) of the Fiddymment Road Frontage improvements has already been constructed. The middle segment (Segment 2 as identified on Exhibit H) of the Fiddymment Road Frontage Improvements adjacent to JM-85 and JM-21 will be triggered when JM-21 develops. As part of the middle segment, a traffic signal will be required at the intersection of Fiddymment Road and Westlake Drive in accordance with Revised Exhibit "K". Additionally, in the event the developer of JM-21 has not commenced construction of the middle segment by November 2021, the developer of JM-21 shall be required to enter into a Deferred improvement Agreement (DIA) with City for said segment no sooner than four (4) years after recordation of this Second Amendment. At five (5) years from the recordation of this Second Amendment, the City in its sole discretion may require the developer of JM-21 to complete the middle segment. (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
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	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

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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

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	road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.
Department	Planning and Engineering Division
Status	Ongoing obligation
Section	3.5.6.1
Title	Separated Sidewalks
Obligation	Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.
Department	City Attorney, Engineering Division
Status	Attorney: Evaluation of inclusion of condition done at time of submittal of CC&R's. Ongoing obligation
Section	3.5.7
Title	Traffic Signals
Obligation	Landowner shall be responsible for the costs of construction of traffic signals and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals, signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be 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

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	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	3.5.9
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

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	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

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	of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier 1A improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier 1A Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier 1A Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes

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	One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier 1A Improvements beyond Landowner' s Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier 1A Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier 1A Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier 1A West Leg: No change from Tier 1A North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier 1A All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier 1A 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

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	Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier 1B 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 1B Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier 1B Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N/A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier 1B 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 1B Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound)
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	North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.6
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

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	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

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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 Amendment #2 – Ord. 6323
Obligation	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown on Exhibit "Q". 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. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown in Exhibit "Q". 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 ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors 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

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	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 1 000 feet of the well. Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3. 7 .2 so long as Landowner pays the applicable fee.
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 Amendment #2 – Ord. 6323
Obligation	The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics. The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

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	Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein. The City has determined, and 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 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 sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. 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. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide 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
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	and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure.

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	With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure. If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/ or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such 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.

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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	3.9
Title	Recycled Water Facilities Amendment #2 – Ord. 6323
Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "U", 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 "U". 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 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 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

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	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 Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30 / sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20 / sewer EDU/ month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then C.U.Tent 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. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", 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 distribution system as generally shown in Exhibit "U". In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner
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	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 WRSP 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 WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3 .17 .1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3 .17 .1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection
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	and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements. If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated \$5.3 million for the Recycled Water Facilities described in this Section 3.9), prior to the issuance of any building permits in the Project, Landowner shall not be responsible for the payment of the estimated \$5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities.
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	3.9.4
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.

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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

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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

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	as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established: 1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required

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	for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 1.5 acres of active park land and 26.4 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans/PRL)
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;

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	2. A 0.8-acre, more or less, portion of the Property for the purpose of an open space paseo shown as Parcel JM-73 (partial); 3. A 10.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-84; and 4. A 15.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-85. Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/ debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
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

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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

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	improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Not constructed yet – Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased

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	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

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	reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following two parcels: 1. A 10.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks and preservation of wetland habitat and open space, shown as Parcel JM-84; and 2. A 15.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel JM-85.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 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

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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

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	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 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner 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

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	services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/QP Parcels
Obligation	Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.
Department	Parks Department
Status	Ongoing obligation
Section	3.14.10
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 Due \$371.50
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

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Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such 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.

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Department	Finance Department
Status	District formed
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
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation Amendment #1 – Ord. #6197
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

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	sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) For the First Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.
Department	Finance Department
Status	District formed
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	District formed
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.,

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	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	District formed and CC parcel annexed into Sierra Vista CFD No. 2
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	Areas all annexed into Sierra Vista CFD No. 2
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

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	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	District formed-Ongoing levy obligation to collect for annual maintenance costs
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	3.20.2
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

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	Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material. With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
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

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	design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile.

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	11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. 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

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	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

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	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 Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such
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	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

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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 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

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	Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

Owner Name: Mourier Investments, LLC
1430 Blue Oaks Bl., Ste 190
Roseville, CA 95747

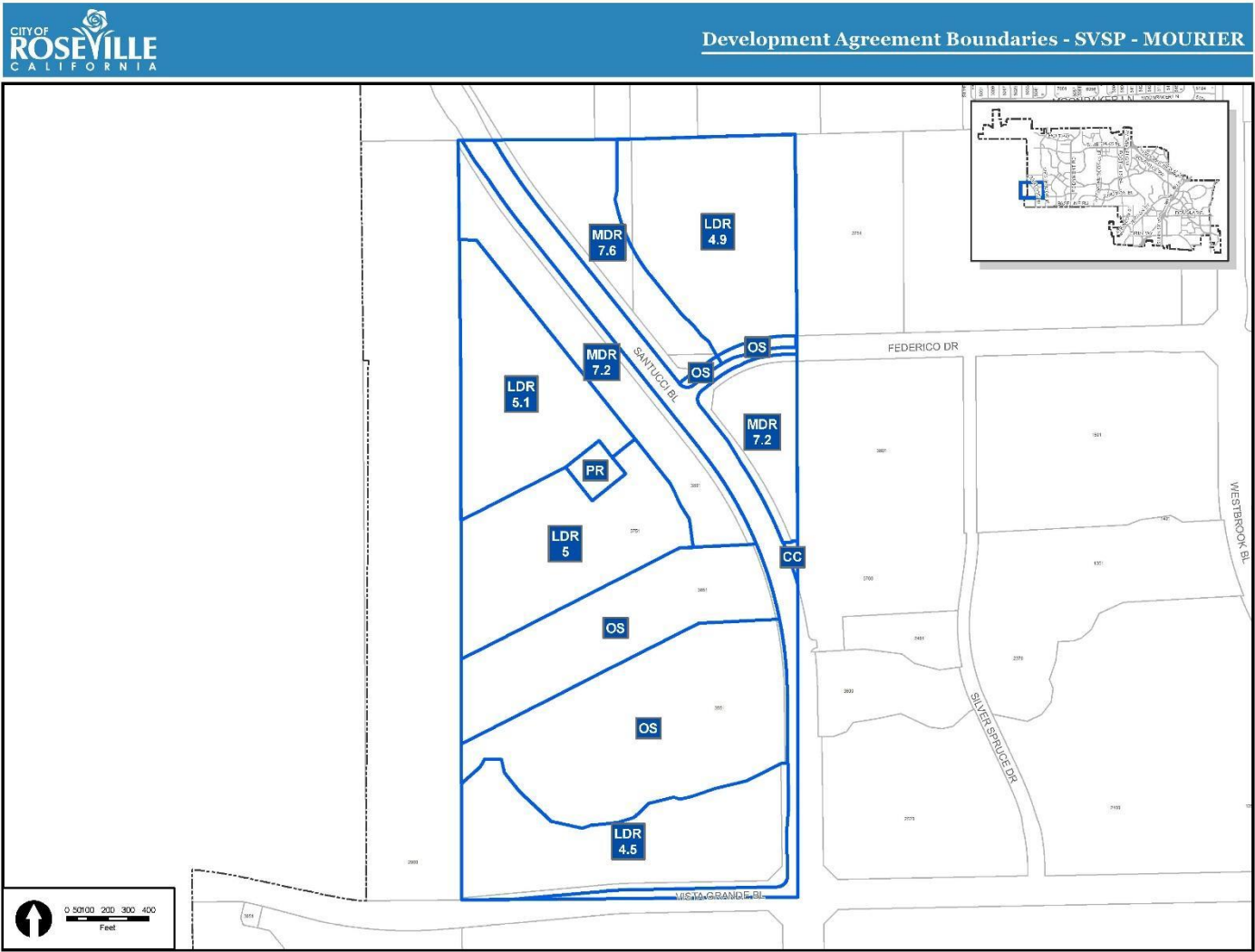
Current Agreement: Development Agreement by and between the City of Roseville and Mourier Investments, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Mourier Investments, LLC	June 18, 2010	30 years	4834
1 st Amendment	April 21, 2021		6352
2 nd Amendment	June 15, 2022		6525

Note: Map below indicates property governed by Landowners per the initial Development
2024 Development Agreement Review SVSP Mourier Investments, LLC

Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix

Agreements



**Sierra Vista Specific Plan – Mourier Investments, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023	
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 Fiddymment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner'(s) property shall be dedicated as a single or group of lots on each final large lot map.
Department	Engineering Division / Environmental Coordinator
Status	Obligation Complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee, apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

Department	Engineering Division and Environmental Coordinator
Status	Obligation Complete
Section	3.3.1
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	Obligation Complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing
Department	Environmental Utilities Department
Status	Obligation Complete
Section	3.8.8
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
Status	Obligation Complete – <u>PCWA chose not to participate in the Baseline or Santucci design</u>
Section	3.9.3

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

Title	Recycled Water Engineering Report
	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	Obligation Complete
Section	3.10.3
Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division

**Sierra Vista Specific Plan – Mourier Investments, LLC
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Status	Obligation Complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation Complete
Section	3.16
Title	Waiver
Obligation	In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.
Department	City Attorney
Status	This is not an obligation, but a contractual term. This can be removed from the list of obligations.

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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 #2 – Ord. 6525
Obligation	Low Density Residential: 308 units on 61.8 net acres Medium Density Residential: 184 units on 22.0 net acres Community Commercial Park: 0.1 net acres Open Space: 1.0 net acres Open Space (paseo): 0.8 net acres

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	Right of Way: 17.3 net acres Low Density Residential: 197 units on 40.8 net acres Medium Density Residential: 319 units on 42.8 net acres Community Commercial: 0.2 net acres Park: 1.1 net acres Open Space: 36.8 net acres Open Space (paseo): 0.7 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: <table><tr><td>Parcel</td><td>Total Units in Parcel</td><td>Middle Income Purchase Units</td></tr><tr><td>CO-20</td><td>84</td><td>34</td></tr></table>			Parcel	Total Units in Parcel	Middle Income Purchase Units	CO-20	84	34
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								

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

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	2.7.2.2
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

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

	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	Ongoing obligation
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase

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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	Ongoing obligation
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Ongoing obligation
Section	3.1
Title	Development, Connection and Mitigation Fees
Obligation	Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CPD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.
Department	All Development Departments
Status	Landowner to pay all required payments of development, connection or mitigation fees at the time and in the amount specified by the City.
Section	3.2
Title	Public Improvements to be Dedicated, Constructed or Financed by Landowner
Obligation	Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances net inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.
Department	City Attorney

Sierra Vista Specific Plan – Mourier Investments, LLC Development Agreement Implementation Matrix

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.

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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.

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	• 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	3.4
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

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	aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/ decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the 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

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	between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop.
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	(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
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	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

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	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

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	provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner' s Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division

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Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in

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	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

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	circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier 1A improvements, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier 1A Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier 1A Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane

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	One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier 1A Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier 1A Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis. The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier 1A Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier 1A West Leg: No change from Tier 1A North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier 1A All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier 1A 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

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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 1B 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 1B Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier 1B Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection: East Leg: One westbound thru lane Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N/A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier 1B 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 1B Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound

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	direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes One left-turn onto Baseline Road (westbound) One right-turn lane onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.
Department	Building and Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.19
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.20
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation (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

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	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

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	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	Groundwater Wells. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown in Exhibit "Q". 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 ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors 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.

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	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. Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3. 7 .2 so long as Landowner pays the applicable fee.
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	Water Conservation Goal
Obligation	The City has determined, and 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 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 sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have- agreed to the following procedure to assure the continued validity of the underlying

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	assumptions and the continued availability of sufficient water to service all phases of the SVSP Project. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall 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

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Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from participating owners that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve shall be modified accordingly, which modification shall not require an amendment to this Agreement. If the Urban Reserve proceeds with development prior to the SVSP, then the Urban 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.
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	The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such 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	3.9

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Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", 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 distribution system as generally shown in Exhibit "U". 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 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 WRSP 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 WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); 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. City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and

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	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. 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. City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and 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. If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated \$5.3 million for the "Recycled Water Facilities" described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated \$5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities.
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

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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	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation
Section	3.9.5
Title	Terms and Conditions for Recycled Water Operations, Use and Service
Obligation	All private commercial recycled water customers within the SVSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.10
Title	Drainage Facilities
Obligation	Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the SVSP Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/ or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time).

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	All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section and the Phasing Plan. Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.
Department	Engineering Division
Status	Ongoing obligation
Section	3.10.1
Title	Other Agency Approval
Obligation	Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game. Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.10.2
Title	Storm Drains
Obligation	Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.

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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 Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.

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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

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	Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks and Open Space
Obligation	Landowner shall dedicate to City a total of 1.0 acres of active park land and 37.87 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan. Landowner shall not construct any private single access gates or private access from 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/PRL)
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.

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	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	Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Formed - Obligation complete
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

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	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). In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner agrees that prior to or concurrent with recordation of a final map for parcel CO-01, Landowner shall make a one-time payment to City in the amount of \$141,990, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for neighborhood and city-wide park fees. 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

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	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	Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	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

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	collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In recognition of a current shortfall related to past and current rezones of parcels in the Property, Landowner agrees that Prior to or concurrent with recordation of a final map for parcel CO-01, Owner shall make a one-time payment to City in the amount of \$15,998, subject to annual adjustment, on July 1, based on the percentage change in the Construction Cost Index (CCI), for bike trail improvements. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and

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	construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at any time wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following three parcels:

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	1. A 17.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel KT-80B; and; 2. A 4.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fuel breaks), and preservation of wetland habitat and open space, shown as Parcel KT-81.
Department	Engineering Division and Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	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	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

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	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	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.

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	The Public Benefit Fee for each high density residential unit shall be \$845. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51,JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51,KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department

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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	3.14.10
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 Due \$371.50
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

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	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
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
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

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	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) For the Second Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.
Department	Finance Department
Status	District annexed into Sierra Vista CFD 2(annex 6)-ongoing maintenance will be

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	levied annually.
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	District formed.
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

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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	District annexed Sierra Vista CFD 2 (Annex 6)
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	District annexed Sierra Vista CFD 2 (Annex 6)
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

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	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 the 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	District annexed Ongoing obligation will be levied annually
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

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Department	Finance Department
Status	Land annexed into CFD –developed parcels will be levied annually
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material.

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	With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner.
Department	Public Works Department and Engineering Division
Status	Ongoing obligation
Section	3.23
Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymont Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential

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	unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 13. Location of sewer lift station and wastewater treatment plant. 14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks. 15. Location of recycled water tank site and pump station facilities. 16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 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,
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	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

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	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
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	be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an 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
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	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

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	Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the 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**

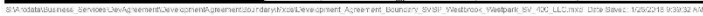
Owner Name: Westpark S.V. 400, LLC
1420 Rocky Ridge Dr., Ste 265
Roseville, CA 95661

Pine Island Apartments, LLC

Current Agreement: Development Agreement by and between the City of Roseville and Westpark S.V. 400, LLC to the Sierra Vista Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Westpark S.V. 400, LLC	June 20, 2012	30 Years	5079
Amendment #1	May 4, 2016		5681
Amendment #2	February 2, 2022		6451
Amendment #3	September 20, 2023		6719

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



**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023														
Section	2.6.1													
Title	Affordable Purchase Residential Units #1 Amendment – Ord. #5681													
Obligation	Landowner agrees that 41 units will be reserved as detached and/or single family residential units affordable to middle-income purchasers as follows: <table border="1"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr> </thead> <tbody> <tr> <td>WB-20</td><td>162</td><td>29</td></tr> <tr> <td>WB-21</td><td>65</td><td>12</td></tr> <tr> <td>Total</td><td>227</td><td>41</td></tr> </tbody> </table> Amendment #1 Section 2.6.1 of the DA is deleted in its entirety, with Landowner's agreement, as set forth in Section 2.6.2, that the forty-one (41) middle income purchase unit obligation on PCL WB-20 and WB-21 is being transferred from PCL WB-20 and WB-21 to PCL WB-30 and WB-32 as rental unit obligation for forty-one (41) low income households.		Parcel	Total Units in Parcel	Middle Income Purchase Units	WB-20	162	29	WB-21	65	12	Total	227	41
Parcel	Total Units in Parcel	Middle Income Purchase Units												
WB-20	162	29												
WB-21	65	12												
Total	227	41												
Department	Housing Department													
Status	Obligation transferred - complete													
Section	2.6.1.1													
Title	Required Agreements													
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into an Affordable Housing Agreement for such residential purchase units affordable to middle income households.													
Department	Housing Department													
Status	Obligation complete													
Section	2.6.1.2													
Title	Content													
Obligation	The Affordable Housing Agreement shall, for each such residential lot subdivision, the distribution of the affordable housing units within the subdivision and includes specific requirements for marketing of affordable purchase units, inclusion or modification of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation.													
Department	Housing Department													
Status	Obligation complete													
Section	2.6.1.6													
Title	Community Facilities Districts													
Obligation	City shall maintain a list of middle income affordable units that are conveyed pursuant to an Affordable Housing Agreement, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for the middle-income affordable purchase units within each such parcel at a level described in the rate and method for said CFD.													
Department	Finance Department													
Status	Obligation complete, not applicable													
Section	2.7.1													
Title	404 Permit													

Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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Obligation	Landowner has obtained verification from the US Army Corps of Engineers of the presence of vernal pools and of wetland swales/channels on the property. Landowner shall obtain the 404 permit to fill specific wetland resources in conjunction with development of the property. The 404 permit shall be approved with conditions satisfactory to the City prior to commencement of construction of any improvements to the property.
Department	Engineering Division / Environmental Coordinator
Status	Obligation complete
Section	2.7.2
Title	Westbrook Boulevard; Santucci Boulevard
Obligation	Among the public improvements to be constructed on the Property that will be covered by the 404 Perm.it is the portion of Westbrook Boulevard that crosses the Property between the West Roseville Specific Plan area and the Sierra Vista Specific Plan area. Landowner acknowledges that other property owners in the SVSP area are also seeking 404 permits that include the portion of Westbrook Boulevard that crosses the Property. If other SVSP landowners obtain their 404 permits that include the above referenced portion of Westbrook Boulevard, and those SVSP landowners seek to proceed to construct the referenced portion of Westbrook Boulevard ahead of Landowner, Landowner shall reimburse the constructing SVSP landowner(s) for actual costs of the required resource mitigation for the area to be graded for Westbrook Boulevard, but not including any costs of state and federal permitting. Additionally, Landowner shall, without compensation to Landowner, provide a right of entry, including a temporary construction easement to the SVSP landowner(s) seeking to construct the portion of Westbrook Boulevard referenced herein, subject to such constructing SVSP landowner(s) providing written indemnification acceptable to Landowner. Landowner shall not encumber with a conservation easement the future extension of Santucci Boulevard by others north of the northern property line of Parcel WB-30, which extension area shall reflect the ultimate right-of-way width plus fifty (50) feet.
Department	Engineering Division / Environmental Coordinator
Status	Obligation complete
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Obligation complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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Department	Engineering Division and Environmental Coordinator
Status	Obligation complete
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	Obligation complete
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference

Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Obligation complete
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to participating owners on a pro-rate basis based on acreage. Landowner's pro-rata share, based on 397.4 acres as the numerator and 2,024.0 acres as the denominator (397.4 + 1,626.6 for the SVSP) is 19.63%, or a total of \$7,852.
Department	Engineering Division and Alternative Transportation
Status	Obligation complete (Alt Trans)
Section	3.6.1
Title	Lift Station Site
Obligation	Landowner shall, at 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	Obligation complete - the lift station on WB-62 has been constructed, is operational and was accepted by the City on March 4, 2020 (Res. 20-055)
Section	3.6.2
Title	Master Wastewater Plan
Obligation	Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant.
Department	Environmental Utilities Department
Status	Obligation complete – all backbone wastewater infrastructure has been constructed for the property.
Section	3.6.7
Title	Wastewater Service Area Boundary
Obligation	Landowner shall be responsible for all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.
Department	Environmental Utilities Department
Status	Obligation complete – the SPWA expanded the service boundary to include the property. The City is issuing builder permits within Westbrook.
Section	3.7.2
Title	Groundwater Wells
Obligation	Landowner shall dedicate to City Parcel WB-61 for one (1) groundwater well at the approximate location shown on Exhibit "L". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring well Landowner will provide City and its contractor's access to and within the location of the well site to enable City to install the monitoring well to confirm

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	desired capacity and water quality. It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate the well site within the Project until these objectives are satisfied. Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. The well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.
Department	Environmental Utilities
Status	Obligation complete
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation complete – all backbone water infrastructure has been constructed for the property.
Section	3.8.8
Title	Coordination with PCWA
Obligation	Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Baseline Road and Santucci Boulevard right-of- way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Baseline Road or Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/ or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities Department
Status	Obligation complete - The Property does not have any frontage on Baseline Road and section of Santucci Blvd from the southern property line of the Property to Pleasant Grove Blvd has been constructed and accepted by the City of Roseville.
Section	3.9.1
Title	Non-Exclusive Public Utility Easement
Obligation	Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.
Department	Environmental Utilities Department

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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Status	Obligation complete – all recycled water facilities have been constructed and all are within the public right-of-way.
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the SVSP. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.
Department	Environmental Utilities Department
Status	Obligation complete – Title 22 report was prepared and approved by all parties.
Section	3.10.2.1
Title	Detention Basin; Water Quality Outfall Swale Amendment #1 – 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 water quality swale flowing north of Pleasant Grove Boulevard into Parcel WB-80, as identified in the Master Drainage Plan, as amended, for the Project. The final design and land dedication requirements of the water quality facility shall include the hydro modification detention requirements as defined in the amended Master Drainage Plan, and shall be determined based upon the then current City Standards and applicable 404 permits. The construction of the drainage outfall and water quality facility shall include the relocation of the existing outfall structure, and all appropriate fencing, an asphalt utility access road on the east side of the drainage swale, a utility vehicle turnaround, and two (2) concrete utility access ramps to access the bottom of the swale. The construction of the drainage outfall and relocation of the existing outfall structure shall take place at the time when Pleasant Grove Boulevard is improved along the frontage of Parcel WB-3A. To the extent that the access road to the water quality facility has not already been constructed by the adjacent landowner in the West Roseville Specific Plan, Landowner shall construct such access road, to the bottom of the swale, per City Standards, subject to reimbursement from the adjacent landowner in the West Roseville Specific Plan.
Department	Engineering Division and Environmental Utilities Department
Status	Obligation complete - the westerly most detention basin in Westpark Phase 4 has been constructed, and the water quality swale was constructed and accepted by the City.
Section	3.10.4
Title	Drainage Easements
Obligation	Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.

Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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Department	Engineering Division
Status	Obligation complete - all drainage facilities have been constructed and are within the public right-of-way, or separate easements have been provided within the WB-80 parcel.
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications.
Department	Electric Department
Status	Obligation complete - all backbone electric infrastructure has been constructed and accepted by Roseville Electric.
Section	3.11.2.1
Title	Pleasant Grove Boulevard 12kV Circuits
Obligation	Twelve (12) kV circuits along Pleasant Grove Boulevard from east of the Property, and rework necessary to existing 12kV circuits on the north side of Pleasant Grove Boulevard, are needed to serve Phase 3 of the Westpark property in the West Roseville Specific Property (the "Westpark Phase 3 Property") and the Project. In the event that the developer of the Westpark Phase 3 Property has not already constructed the above referenced 12kV circuits, Landowner agrees that, concurrently with the construction of the first improvements in the Property, Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits along Pleasant Grove Boulevard from east of the Property and any rework necessary to the existing 12kV circuits on the north site of Pleasant Grove Boulevard needed to serve the Project.
Department	Electric Department
Status	Obligation complete
Section	3.11.3
Title	Electric Substation Amendment #1 – 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 permit's that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain an additional 640 residential building permits above the initial 400 residential building permits within the Project referenced in this Section 3.11.3,

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	either the extension of temporary 12kV electrical circuit(s) from the Westplan Substation to serve the initial phase of Phase 4 of the Westpark portion of the West Roseville Specific Plan shall be completed by others, or Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following: a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary. The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands. Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation complete - The Substation Site was granted to the City in May 2017, has been constructed and is operational.
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	CFD for Services had been formed – Obligation complete
Section	3.12.11
Title	Open Space Preserve Areas
Obligation	Landowner shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property, a condition that requires the

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	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	Obligation complete
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Obligation complete - Landowner entered into agreements with the CJUSD (06/20/12), RCSD (12/05/12) and the RJUHS (08/14/13).
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Engineering Division
Status	Obligation complete - In 2018 a request to modify the common boundary between the Districts. Each board approved the modified line, to follow roadway's following the SVSP Amendment for Westbrook Phase 2. The boundary change was then forwarded to the Placer County and Sacramento County Boards of Education for approval. The County Boards of Education Approved the amended boundary line in summer of 2019 and is now been formally modified by the Districts and State Board of Equalization.
Section	3.14.9
Title	Orthophotography of Plan Area and GIS Support
Obligation	Landowner agrees to participate with other SVSP property owners and pay its fair share, in the amount of \$1,464.00, of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property
Department	IT Department and Engineering Division
Status	Obligation Complete
Section	3.14.10
Title	Additional Related Developer Dedication of Property to City

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	Amendment #2 – Ord. # 6451
Obligation	Developer shall cause a related entity, West Roseville, LLC, or any successors or assigns, to dedicate to the City a five (5) acre portion of Parcel W-60b in the West Roseville Specific Plan, immediately adjacent to the southern boundary of the City-owned Parcel W-60a in the West Roseville Specific Plan, on the later of thirty (30) days past the effective date of this Second Amendment, without any legal challenge having been filed against the City's approval of the Second Amendment, or (b) the City's written request to West Roseville, LLC, for the dedication of such five-acre parcel. It is the parties' intent that such dedication occur before June 30, 2022. The City's Guidelines for Conversion of Non-Residential Land Uses policy document provides that any change in non-residential land use to residential land use shall provide a specific public benefit. The dedication of this additional five (5) acres to City adjacent to the planned City sports field complex on Parcel W-60a will allow the City to expand the proposed facilities at the future sports field complex, and City hereby acknowledges that such dedication provides a specific public benefit in full satisfaction of that requirement set forth in City's Guidelines for Conversion of Non-Residential Land Uses policy document, as it relates to Parcel WB-41.
Department	Parks Department
Status	Obligation complete
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,

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	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	3.17.1.2
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

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	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) For Phase E of the Project only, bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units: (1) City-Wide Park Fee (Section 3.12.4); (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4:52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale for Phase E of the Project. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amounts for MDR or HDR units determined by City), per residential units shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by city for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee for Phase E being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred forth Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17. i.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe for Phase E of the Project, City shall within the rate and method for Project CFD(s) for Phase E of the Project provided for in Section 3.1.7 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from pay-as-you-go financing over a period starting in year 10 of the Project CFD(s) for Phase E of the Project, up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the
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	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 3.17.1.2(i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2(i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fees at the time of issuance of building permit(s).
Department	Finance Department
Status	Obligation complete - The Westbrook CFD No. 1 has been formed, and a subsequent bond issuance or the continuation of the Special Tax after pay-off of the first bonds has been provided for. Landowner obtained approval from SPRTA to defer one-half of the Tier II Traffic Fee, and in Phase E (area east of Westbrook Blvd), the City Public Benefit Fee and City-wide Park Fee are being deferred. In the area west of Westbrook Blvd only one-half of the Tier II Traffic Fee is eligible for deferral (DA Amendment #1).
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Acquisition Agreement approved by council 7/2/14 (Reso.14-292) (original Agreement approved 6/18/14 Reso. 14-269)
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public

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	Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.
Department	Finance Department
Status	Service District formed 12/17/14 (Reso. 14-540). –Obligation complete - The Landowner has consented and formed the Westbrook CFD #2 (Services).
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	Obligation complete-District formed
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan); 3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters; 3.19.2.9 Maintain flood control facilities including detention basins and created wetlands;

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	3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection; 3.19.2.11 Maintain fire breaks within open space areas; 3.19.2.12 Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and 3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops the dedicated bus lanes on PCL WB-41, the park and ride lot and bus signs.
Department	Finance Department
Status	District formed- Obligation complete - CFD #2's list of authorized services is included in the formation documents and is consistent with the requirement of this section.
Section	3.19.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Obligation complete - The formation documents for CFD #2, as amended, reflect tax exempt status of all city and school district parcels.
Section	3.20.1.1
Title	Community Facilities District – Municipal Services Formation – Consent, Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District -Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units,\$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.
Department	Finance Department
Status	Land annexed into CFD 3 in 4/16/14 (Annex 18) (Reso. 14-135) – Obligation complete
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide, including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Obligation complete - The Property was annexed to CFD #3.

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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 Service CFD
Department	Finance Department
Status	Obligation Complete
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	Obligation complete
Section	3.23
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Westbrook Boulevard and Santucci Boulevard as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan, which may include such measures as Smart Timers. 6. 60kV overhead power line easement on Parcels WB-5, WB-24, and WB-25, and fronting Parcels WB-1, WB-2, WB-21, WB-41, and WB- 42.

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	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, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 16. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 17. [For properties in the Center USD portion of the Project] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 17, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Obligation complete - As stated in the DA, Section 3.23 serves as notice to successor owners of this list of disclosure items. Further a set of CC&R's is in place for the entire property that include these disclosure items. The CC&R's were reviewed and approved by the City prior to recording.
Section	4.2.4
Title	Reimburseable Planning and Environmental Costs
	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

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	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	Obligation Complete
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,

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	LLC ("Placer 2780"), for Placer 2780's planning and environmental costs incurred on a portion of property owned by Placer 2780 while such property was part of the Specific Plan. Such costs were established in City's development agreement with Placer 2780 in the amount of \$241,708. Subject to City's receipt, review and approval of invoices for such planning and environmental review costs prior to release of funds to Placer 2780, at least one (1) business day prior to first reading of the ordinance approving this Agreement, Landowner shall deposit \$241,708 with City, to be paid by City directly to Placer 2780 as follows: (i) Fifty percent (50%), or \$120,854, to be paid by City one (1) business day after first reading of the ordinance approving this Agreement, and (ii) the remaining 50%, or \$120,854, to be paid one (1) business day after second reading of the ordinance approving this Agreement, in full satisfaction of Section 4.2.7.1 of the Baseline P&R, LLC development agreement with City.
Department	Planning Division
Status	Obligation Complete

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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. #5681 Amendment #2 – Ord #6451 Amendment #3 –Ord #6719
Obligation	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: 433 units on 56.4 Net Acres High Density Residential: 620 units on 24.1 Gross Acres Community Commercial: 24.5 Gross Acres Community Commercial /Commercial Mixed Use: 0.00 Gross Acres Park: 14.6 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: 45.3 Gross Acres Low Density Residential: 505 units on 93.8 Net Acres Low Density Residential/Age Restricted: 493 units on 94.3 Net Acres Medium Density Residential: 466 units on 67.3 Net Acres

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	High Density Residential: 658* units on 25.8 Gross Acres Community Commercial: 14.5 Gross Acres Community Commercial /Commercial Mixed Use: 0.00 Gross Acres Park: 13.2Gross 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: 45.3 Gross Acres *Parcel WB-30 includes 237 allocated HDR units, plus a density bonus of 118 HDR units, and Parcel WB-32 includes 128 allocated HDR units, plus a density bonus of 64 HDR units.			
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 middle income households. 40% for very low income households 40% for low income households 20% for middle income households			
Department	Housing Department			
Status	Obligation current - Not developed yet			
Section	2.6.1.5			
Title	In Lieu-Fee Affordable Housing			
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units.			
Department	Housing Department			
Status	Ongoing obligation			
Section	2.6.2			
Title	Multi Family Affordable Rental Units Amendment #1 – Ord. #5681 Amendment #3 –Ord #6719			
Obligation	Landowner agrees that five hundred and forty-seven (547) affordable rental units for low income households will be reserved within the Property, as follows:			
	Parcel	Total Units in Parcel	Low Income Rental Units	Very Low Income Units
	WB-30	355	355	0
	WB-32	192	192	0
	Total	547	547	0
Department	Housing			
Status	Ongoing obligation - Not developed yet			
Section	2.6.2.4			

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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

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	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	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

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	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

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	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	3.4
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,

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	gutter, sidewalk., one-half of the median landscaping and median curbing, grading of 6- of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Auxiliary lanes, turn flares, accel / decel lines, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement /landscape easement corridors per the Specific Plan. The area within which such Frontage Improvements are to be located shall be referred to herein as Landowner's frontage. Unless specifically identified within this Agreement, Landowner shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required Frontage Improvements along arterial roadways, or for any residential and/ or collector roadway improvements. Except as set forth below, installation of median landscaping and median curbing shall be constructed concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Paseo and Bike trail connections will be constructed consistent with Sections 3.12.7 and 3.12.9, respectively, of this Agreement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Section 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Santucci Boulevard, Westbrook Boulevard, and Pleasant Grove Boulevard. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final 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

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	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 1MF 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-foot landscape median, and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvements Agreement (DIA) for a portion of paved lanes and frontage improvements on the opposite side of the street. Limits of construction phases of Westbrook Boulevard shall be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3. (c) Santucci Boulevard. Landowner shall be obligated to construct its easterly Frontage Improvements, as defined in Section 3.5.1, from the southern boundary of Phase F to the northern boundary of Parcel WB-30. Landowner shall construct the
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	westerly Frontage Improvements from the southern boundary of Phase G to Mountain Glen Drive. North of the Mountain Glen Drive intersection, in lieu of Frontage Improvements on the west side of Santucci Boulevard, Landowner shall construct a transition to the east side and construct the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements up to the northern boundary of Parcel WB-30. Payment by City to Landowner for Santucci Boulevard CIP improvements shall be limited to the cost of construction of the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements north of the northern boundary of Parcel WB-62 to the northern boundary of Parcel WB-30. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Santucci Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from north to south or south to north. Each phase of such Santucci Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway. Between the southerly boundaries of Phase F to Mountain Glen Drive, construction shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including 38-foot landscape median and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvement 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	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.
Department	Engineering Division and Public Works

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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

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	Landowner for any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to reimbursements and / or credits toward the appropriate City traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.9
Title	Highway 65 Joint Powers Authority
Obligation	Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion. Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation until specific plan is fully developed. The interim fee obligation is complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards

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	SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation – Since the specific plan is not fully developed, there are still parcels subject to this obligation. The interim fee obligation is complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.13
Title	City-County Fee
Obligation	Landowner acknowledges that City and Placer County have adopted a funding mechanism for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City- County Traffic Mitigation Fee.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee
Obligation	If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then- undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Specific Plan boundary to Baseline Road. At the time of the 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

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	Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.16
Title	Fee Credit/Reimbursement for Construction of CIP Improvements
Obligation	Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.17
Title	Transportation Systems Management
Obligation	Landowner shall comply with the City's Transportation Systems Management Ordinance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.18
Title	Alternative Transportation Marketing
Obligation	Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.19
	Amendment # 2 – Ord. 6451
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

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Status	Section deleted in entirety with Amendment #2
Section	3.6
Title	Sewer Facilities
Obligation	Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan. In the event that the WRSP has not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. Landowner shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "J", Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.
Department	Environmental Utilities
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.3
Title	Improvement Standards
Obligation	All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.4
Title	Access to Manholes
Obligation	All manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.5
Title	Public Utility Easements
Obligation	Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.
Department	Environmental Utilities Department
Status	Improvement plans being conditioned – Ongoing obligation
Section	3.6.6

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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	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation – Water Conservation Plan was included as an exhibit to the DA has been approved by the City and issuing building permits. Even though the Water Conservation Plan has been approved, if the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and implement whatever measures are needed to assure that water supply will meet the Project's demands. The DA outlines in more detail what those additional obligations could be, which could include additional costs to be covered by the Landowner
Section	3.7.4

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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	3.8.2
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

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	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 W1 through W8 (Segment W14 is addressed in Section 3.26) shown thereon, with reimbursement from third parties excluding other landowners in the SVSP (but not excluding the Urban Reserve) to be determined by City for water line segments W11 through W13. Exhibit "0-2" sets forth reimbursement for certain water lines between Landowner, the SVSP, the Urban Reserve, and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect to or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymont Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Property, the Urban Reserve property, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymont Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B").

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	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" Water Line is constructed shall be based on actual costs pursuant to submitted invoices approved by City. In the case where the Baseline Road 24" Water Line has not yet been constructed by others at the time Landowner proceeds to develop portions of the Property, payment by Landowner of its share of such water line costs for a particular large lot parcel (as provided in Section 3.26) based on estimates in Exhibit "CC" to this Agreement, adjusted by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payments as set forth in Section 3.26 shall satisfy in full the share of the cost of the Baseline Road 24" Water Line allocated to the particular large lot parcel(s) prior to construction of such water line. If the PVSP or RUSP proceed with development prior to Landowner, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and Landowner shall contribute its share of the costs as determined by City, in consultation, with PCWA, of applicable segments of the Baseline Road 24" Water Line as set forth in Exhibit 0-2.
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	The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such 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.

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	As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.24)
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the WRSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Specific Plan. City shall be responsible to dismantle and eliminate each potable water charging station (2 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s) pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Project, comprised of 2,029 residential units and 465,003 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU") /year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s); (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2011 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled

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	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	3.9.2
Title	Recycled Water Facilities for Reimbursement
Obligation	Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement. For properties outside of the Urban Reserve, Landowner shall submit documentation to the City to justify the requested reimbursement. The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.
Department	Environmental Utilities Department and Engineering Division
Status	Ongoing obligation
Section	3.9.4
Title	Recycled Water use Disclosure to Buyers
Obligation	Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.
Department	Environmental Utilities Department and City Attorney

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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

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	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	3.11
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	3.11.4
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

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	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)

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	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)
Section	3.12.1
Title	Park and Open Space Dedications Amendment #1 – Ord. #5681 Amendment #3 –Ord #6719
Obligation	Landowner shall dedicate to City a total of 13.2 acres of active neighborhood parkland, and 36.6 acres of open space. The following two parcels, and one open space parcel, shall be dedicated to City as described below: 1. An 8.7-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-50; 2. A 4.5-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-51 ; and 3. A 36.6-acre, more or less, portion of the Property, for the purposes, of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80; Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open

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	space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing, as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.1 1.1 and the City's Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity."
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.2
Title	Financing for Parks
Obligation	The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees established for the Specific Plan in the Parks, Bike Trails and Paseos Financing Plan.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.2.1
Title	Financing for Neighborhood Parks
Obligation	The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.3
Title	Neighborhood Park Fee Amendment #1 – 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 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

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	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 Amendment #1 – Ord. #5681 Amendment #2 – Ord. #6451
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

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	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. Pursuant to Section 3.17.I.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, for Phase E of the Property only. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds from Phase E of the Property only, 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 from Phase E only shall be applied to the construction of improvements to SVSP Parcel KT-50. City-Wide park fees paid by Landowner upon issuance of building permits for Medium Density Residential units on Parcel WB-41 and for thirty (30) High Density Residential units on Parcel WB-31 may be applied by the City to the construction of improvements to any City-Wide park in the City."
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee Amendment #1 – Ord. #5681 Amendment #2 – Ord. # 6451
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 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. 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. No City-Wide Park In-Lieu fees shall be collected from the Medium Density Residential units on Parcel WB-41 or thirty (30) High Density Residential units on Parcel WB-31.

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Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Open Space In-Lieu Fee Amendment #1 – Ord. #5681 Amendment #2 – Ord. #6451
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 (\$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. 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, \$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. No Open Space In-Lieu fee shall be collected from the Medium Density Residential units on Parcel WB-41 or thirty (30) High Density Residential units on Parcel WB-31.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.7
Title	Paseo Facilities
Obligation	Paseo facilities within the Project are located on one side and adjacent to the portion of Mountain Glen Drive between Santucci Boulevard and La Sierra Drive consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 25 foot landscaped /paseo corridor. At the time of adjacent development, Landowner shall construct the entire landscape/ paseo corridor and 10-foot wide Class 1A bikeway. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Project, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be paid by Landowner.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.8
Title	Bike Trail Fee Amendment #1 – Ord. #5681
Obligation	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

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	the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$51 per Low Density Residential-Active Adult unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.8 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design and secure necessary permits for certain Class 1 bike trail improvements within the Property and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.9. Bike trails shall be constructed by City to City standards as and when Landowner develops Parcel WB-30 within the Property. The sections of bike trail to be installed upon development of such parcel are generally shown on Exhibit "X". Upon the development of any high density residential project adjacent to open space where the bike trail is adjacent to that high density residential project, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the high density residential project. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.8 and this Section 3.12.9. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.10

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Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.11.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Parks Department
Status	No dedications as yet – Ongoing obligation
Section	3.12.11.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.14.1
Title	Fire Tax
Obligation	Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit , as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.
Department	Fire Department and Building Division
Status	Ongoing obligation
Section	3.14.2
Title	Placer County Capital Facilities Fee
Obligation	Inconsideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

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Department	Building Division
Status	Ongoing obligation
Section	3.14.2.1
Title	City Public Facilities Fee
Obligation	Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.
Department	Finance Department
Status	Ongoing obligation
Section	3.14.3
Title	Public Benefit Fee
Obligation	As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$ 845. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney
Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: well site (WB-61), sewer lift station site (WB-62), park sites (WB-50, WB-51, WB-52), bike trails where they will abut residential property, and the school site (WB-60), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities

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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	3.17.2
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

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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	3.21
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

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	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	3.24
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)

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	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. 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
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**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	reimbursed by the WRSP based on the acreage in a particular large lot owned by Landowner compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined here in, as the denominator. Each such payment, large lot by large lot, shall be due and payable prior to the recordation of the first final small lot subdivision map for a particular large lot of Landowner's Property in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers." C. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the Project is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.25.A, and, as set forth in Section 3.25.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.25.A and yet to be invoiced or documented as set forth in this Section 3.25.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.25.A (and as set forth in Exhibit "AA"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "Z" to this Agreement, and as described in this Section 3.25.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.25.A, have been paid in full, with reimbursed funds paid by Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.25.E. E. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "Z" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making payment to City for such yet-to-be built WRSP improvements as set forth in 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.
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**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	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

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	annually as set forth in Section 4.2.5 of this Agreement, after the fees previously paid by Landowner to City as described in this Section 3.26 have been paid to the third parties in the SVSP. All reimbursements to and from third parties for wet utilities shall be based on the percentages as set forth in Exhibit "CC". (ii) in the case of reimbursement from Landowner to third parties in the SVSP for the Baseline Road 24" Water Line (or to third parties in the PVSP or RUSP if they construct such water line) as set forth in Exhibits "0-1" and "0-2" to this Agreement, i.e., the segments W1 through W8 of the Baseline Road 24" Water Line defined in Section 3.8.3 above, Landowner, unless City determines all or a portion of such facility is required to serve the Project (in which case Landowner shall be required to construct all or a portion of such facility), shall pay to City, for payment to other SVSP landowners, as such construction costs are incurred by such other SVSP landowners and are approved by City, and via the fee described in this Section 3.26 to be paid large lot by large lot, its pro-rata share, based on the estimates in Exhibits "BB" and "CC" to this Agreement if the Baseline Road 24" Water Line has not been constructed, adjusted by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements to the date of payment, or, once constructed, based on the actual cost of the Baseline Road 24" Water Line, adjusted annually by the CCI as set forth in Section 4.2.5 below. Landowner's pro-rata share of the Baseline Road 24" Water Line shall be based on the number of DUEs allocated at the date of the Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following ratio: Numerator: LDR / MDR residential units allocated to a large lot Parcel at the date of Project approval (or DUEs for HDR projects / non-residential projects) Denominator: Total number of DUEs in the Plan Area, including the Property, and (2) assumed for the Urban Reserve Property in the EIR. The considerations applying to payment by Landowner of Landowner's pro-rata share of the Baseline Road 24" Water Line to the SVSP as set forth above shall be the same as set forth in Section 3.25 of this Agreement for reimbursements to the WRSP. (iii) For Landowner's pro-rata share of the SVSP fire station site, electric substation site and solid waste recycling center site, Landowner, via the fee described in this Section 3.26, shall pay to City, to be paid to the other SVSP landowners at the time of construction as construction costs are incurred by other SVSP landowners and approved by City, its pro-rata share, as set forth in Exhibit "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
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**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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	its pro-rata share of the SVSP electric substation site, fire station site and/ or solid waste recycling site to other SVSP landowners shall be based on actual costs of construction, adjusted annually as provided for in Section 4.2.5. Payment by Landowner for reimbursements due for the facilities set forth in Exhibit "BB" shall satisfy in full Landowner's obligation for payment of its pro-rata share of the costs of improvements due from Landowner to landowners in the balance of the SVSP. For all reimbursement payments by Landowner to third parties or to City to be paid to third parties provided for in this Section 3.26, once such payment by Landowner has been made for residential units or DUEs, as the case may be, for a large lot based on estimated costs of improvements, Landowner shall have no further obligation for those residential units or DUEs, as the case may be, should actual costs of construction for the improvements exceed the estimated costs. Likewise, if actual costs of construction are less than the estimated costs of improvements for which reimbursement has been made by Landowner for residential w1.its or DUEs, as the case may be, for a large lot, there shall be no repayment of the overpayment from the reimbursed party or parties to Landowner for those residential units or DUEs for which reimbursement payments were previously made based on estimated costs. In all cases of payment by Landowner for its pro-rata share of costs for improvements as provided in this Section 3.26, Landowner shall pay its pro-rata share of costs based on estimates set forth in Exhibits "BB" and "CC" to this Agreement until such time as actual costs of construction have been reviewed and confirmed by City.
Department	Engineering Division
Status	Ongoing obligation
Section	4.2.2.1
Title	SVSP/Project Reimbursements
Obligation	The foregoing provisions of this Section 4.2.2 notwithstanding, in the case of reimbursement from other SVSP landowners (excluding the Urban Reserve) to Landowner for improvements that Landowner is obligated to construct that benefit such other SVSP landowners, reimbursement to Landowner from these other SVSP landowners shall be made in the following manner: 1. For any portion of wet utilities constructed by Landowner in Westbrook Boulevard, as set forth in Sections 3.6.6, 3.8.3 and 3.9.2, and in Exhibits "K-1", "K-2", "O-1", "O-2", "Q", "BB", and "CC" to this Agreement, reimbursement of one hundred percent (100%) of the SVSP's share of the actual costs of such improvements shall be paid by other SVSP landowners to City, to be paid to Landowner, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements. City shall also pay to Landowner the share of Landowner's previous payments to City, made large lot by large lot, allocated to the wet utilities in Westbrook Boulevard, as provided for in Section 3.26 above. 2. For the Baseline Road 24" Water Line, if the City determines that all or a portion of such improvement is required to serve the Project and thus Landowner must construct such facility, other SVSP landowners shall reimburse Landowner, via payment to City for payment to Landowner, for one hundred percent (100%) of the SVSP's share of the actual costs of such constructed improvements, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements.

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	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	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs. Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or, if the matter is referred to the Planning Commission, before the Planning Commission. If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.
Department	Development Services
Status	Ongoing obligation

**Sierra Vista Specific Plan - Westbrook (Westpark S.V. 400, LLC)
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**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.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Westpark Federico, LLC	June 18, 2010	30 Years	4831
Mourier Investments, LLC			
Federico Tyler Family Limited Partnership			

Amendments:

Amendment #1	Jan. 19, 2018	5898
Westpark Federico, LLC, Mourier Investments, LLC And Federico-Tyler Family Limited Partnership		

Amendment #2	Mar. 4, 2020	6194
Mourier Investments		

Amendment # 3	October 7, 2020	6276
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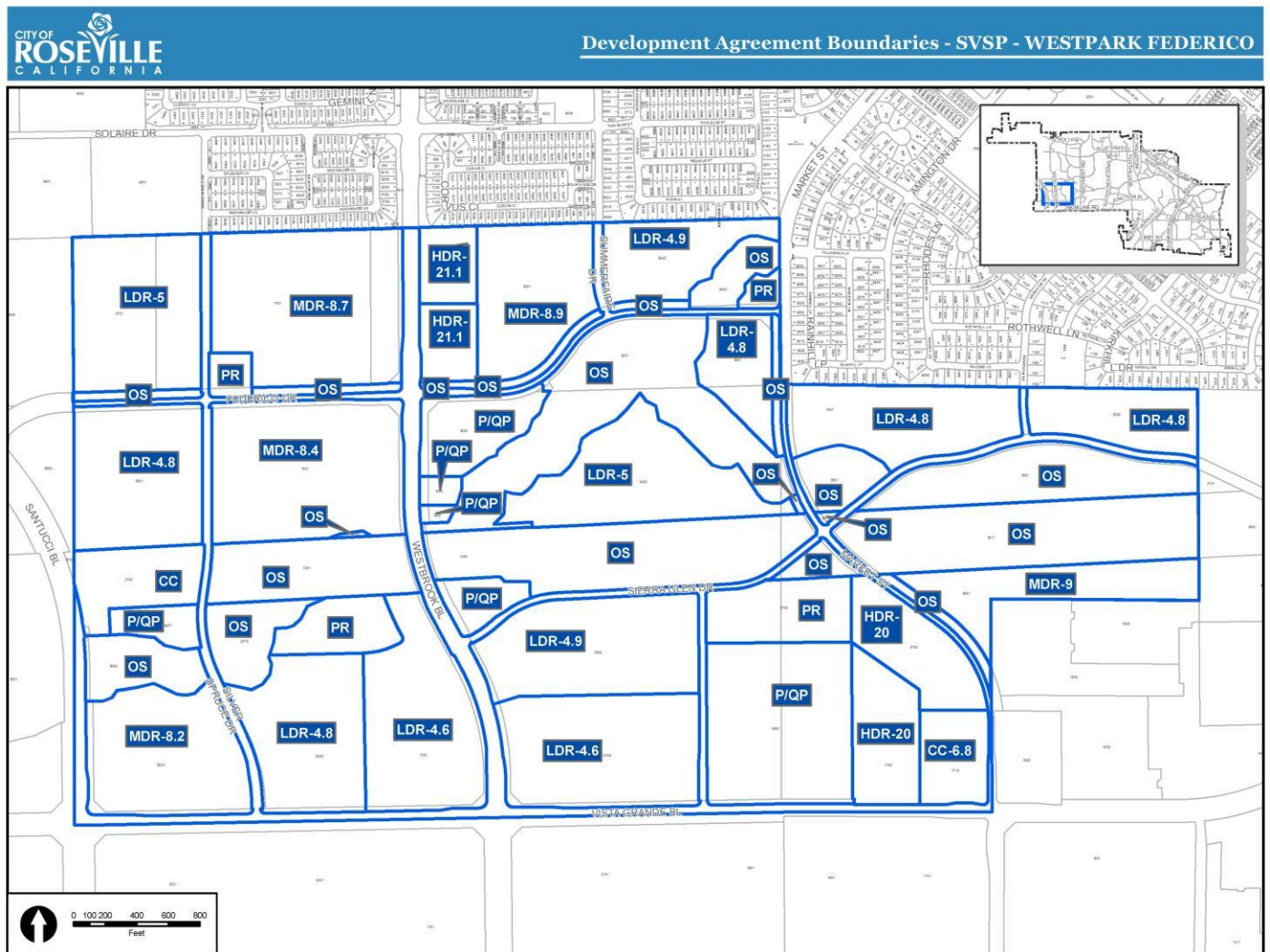
Amendment #4	April 21, 2021	6353
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Amendment #5	October 20, 2022	6407
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Amendment #6	September 20, 2023	6527
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Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

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



**Sierra Vista Specific Plan - Westpark Federico
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Development Agreement Obligations <u>Complete</u> as of December 2023	
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 Fiddymment 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

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Status	Obligation complete
Section	2.7.2.2
Title	404 Permits for Individual Landowner
Obligation	Separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.
Department	Engineering Division/ Environmental Coordinator
Status	Obligation complete
Section	2.7.3
Title	Maintenance by Landowner During the Establishment Monitoring Phase
Obligation	Participating Owners, including Landowner, shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit(s) required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area. Participating Owners, including Landowner, acknowledge responsibility for obtaining 404 permit coverage for all open space uses specified in the Specific Plan and this Agreement. Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.
Department	Engineering Division and Finance Department
Status	Obligation complete
Section	2.7.4
Title	Maintenance by City During the Perpetual Monitoring Phase
Obligation	A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s).
Department	Planning Division, Finance Department and Open Space Division
Status	Obligation Complete – A PAR analysis has been approved by the City and Public Services CFD has been formed.
Section	2.7.5
Title	Facilities Included in 404 Permits
Obligation	Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, and road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s).
Department	Engineering Division / Environmental Coordinator
Status	Obligation complete
Section	2.7.6
Title	Preserve Area Operation and Management Plans
Obligation	Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. Participating Owners (including Landowner) shall collectively pay the City a \$20,000 onetime fee , apportioned to Participating Owners on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the first 404 Permit applicable to the Project.
Department	Engineering Division and Environmental Coordinator
Status	Obligation complete
Section	3.3.1
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.

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

Department	Engineering Division
Status	Obligation complete
Section	3.5.12
Title	Transit Master Plan Funding
Obligation	Participating Owners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map , apportioned to participating owners on a pro-rate basis based on acreage.
Department	Engineering Division and Alternative Transportation
Status	Westpark Sierra Vista LLC paid their portion of the obligation on 5/24/17 \$5,003.71 Mourier Investments LLC paid their portion of the obligation on 5/24/17 \$5,003.71 Obligation complete.
Section	3.8.1
Title	Water Study
Obligation	Landowner has prepared a Water Study for its on- site water facilities and prepared a general design of the water system that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.8.8
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
Status	Obligation complete – PCWA chose not to participate in the Baseline or Santucci design
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	Obligation complete
Section	3.10.3

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

Title	Grant of Floodplain
Obligation	Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain, Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas and the Specific Plan.
Department	Engineering Division
Status	Obligation complete
Section	3.11.3
Title	Electric Substation
Obligation	Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan. Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radius, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation. The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement Shall, among other matters, specify when the easement shall be terminated.
Department	Public Works Department, Electric Department and Building Division
Status	Obligation complete
Section	3.11.7
Title	Impact of Proposed State Initiative
Obligation	An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.
Department	Electric Department
Status	Obligation complete
Section	3.12.2.2
Title	Maintenance District Financing
Obligation	Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District - Public Services District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.
Department	Parks Department
Status	Annexed into the SV CFD – Obligation complete
Section	3.12.10
Title	Open Space Preserve Areas
Obligation	Landowner, in conjunction with Participating Owners, shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas and consist of the following twelve parcels: 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;

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	9. A 4.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-87A; 10. A 0.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-878; 11. A 13.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-SSA; and 12. A 20.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-SSB.
Department	Engineering Division and Parks Department
Status	Obtained 404 permit to fill wetlands on the property and create onsite preserve areas as described – Obligation complete.
Section	3.13
Title	School Fee Agreement
Obligation	Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit , to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.
Department	Engineering and Building Division, City Attorney and School Districts
Status	Obligation complete
Section	3.13.1
Title	Preservation of School District Boundaries
Obligation	City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.
Department	Planning Division
Status	Obligation complete
Section	3.19.3
Title	Public Parcel Exclusion

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Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.
Department	Finance Department
Status	Obligation complete
Section	3.24
Title	Disclosures to Subsequent Purchasers
Obligation	This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/ or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes. 2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit. 3. The Project will be served by surface water supplies and by groundwater supplies. 4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers. 6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard. 7. 230kV and 60kV overhead power line easement on (Parcel Numbers). 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of schools and parks within one mile. 11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels. 12. Location of well sites and water storage facilities. 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.

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	16. Location of solid waste recycling center. 17. Location of future high-pressure natural gas line in Fiddymment Road and Baseline Road. 18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement. 19. Aircraft over flights and associated noise. 20. Demand cycle control units operated by Roseville Electric on residential air conditioner units. 21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City- maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property. 22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District. If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.
Department	City Attorney
Status	Obligation complete - CC&R's have been prepared and recorded. They include the disclosures listed in this section. Said CC&R's were reviewed and approved by the City prior to recording.

Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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.

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Department	Planning Division
Status	Ongoing obligation
Section	2.2
Title	Vested Entitlements Amendment #1 – Ord. #5898 Amendment #2 - Ord. #6194
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 Amendment #1 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 Amendment #2 Low Density Residential: 152 units on 23.4 net acres Medium Density Residential: 281 units on 35.1 net acres Open Space: 38.4 net acres Amendment #4 Low Density Residential: 156 units on 35.4 Net Acres Medium Density Residential: 457 units on 62.6 Net Acres Park: 5.6 Net Acres Amendment #5 Low Density Residential: 463 units on 93.1 Net Acres Medium Density Residential: 318 Units on 42.4 Net Acres Amendment #6

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	High Density Residential: 192 Units on 8.06 Net Acres Community Commercial 6.39 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	2.6.1.1				
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	Very Low Income Rental	Low Income Rental Units

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			Allocation	Units												
	FD-30	86	86	43	43											
	FD-31	86	86	43	43											
	Total	172	172	86	86											
	Landowner agrees that eighty-one (81) middle income rental units will be reserved within the Sixth Amendment Property, including forty-three (43) units transferred from parcel FD-32 and converted from middle income purchase units to middle income rental units; thirty-four (34) units transferred from parcel CO-20 and converted from middle income purchase units to nineteen (19) low income rental units and fifteen (15) very low income rental units; and four (4) units transferred from parcel DF-20 and converted from middle income purchase units to very low income rental units, as follows: <table border="1"> <thead> <tr> <th>Parcel</th><th>Total Units in Parcel</th><th>Total Affordable Unit Allocation</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th><th>Middle Income Rental Units</th></tr> </thead> <tbody> <tr> <td>FD-32B</td><td>116</td><td>81</td><td>19</td><td>19</td><td>43</td></tr> </tbody> </table>					Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	Middle Income Rental Units	FD-32B	116	81	19	19
Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units	Middle Income Rental Units											
FD-32B	116	81	19	19	43											
Department	Housing Department															
Status	Obligation current - Not developed yet															
Section	2.6.2.4															
Title	Community Facilities Districts															
Obligation	City shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such agreement to the City's Finance Director. The Finance Director, once the CFD is formed encompassing the property, set the applicable tax for such parcel at a level described in the rate and method for said CFD.															
Department	Finance Department															
Status	No District formed yet-Ongoing obligation															
Section	2.7.2.3															
Title	Preserve Area Establishment and Perpetual Monitoring Phases															
Obligation	Required preservation and/or creation or restoration of wetland resources within preserve area. City and Landowner shall cooperate with one another in the formation of financing mechanism to fund the costs of monitoring and maintaining the preserve area in two separate phases. First phase (establishment monitoring phase): occurs during the time the preserve property remains under ownership of participating owners and adjacent build out is occurring in accordance with the specific plan and 404 permits. Wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s)															

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	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	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

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	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).

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	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

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	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	3.4
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

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	eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer. Auxiliary lanes, turn flares, accel/decel lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/ landscape easement corridors per the Specific Plan.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.2
Title	Arterial Roadways
Obligation	Landowner shall grant easements and dedicate all IODs for all arterial roadways. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements. Where Vista Grande Boulevard CIP Improvements are constructed, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced. Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors. Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows: (a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the 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

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	Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP. (b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund. Fiddymment Road Frontage Improvements may be constructed in two phases. Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive
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	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.
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	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	<u>3.5.4.1</u> Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.

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	<u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of 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

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	provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/ or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee. Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road / Baseline Road, Santucci Boulevard /Watt Avenue/Baseline Road, Westbrook Boulevard / Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/ or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/ or TMF Set-Aside Fund.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.8
Title	Update of City Fee
Obligation	Landowner acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the West Roseville Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the SVSP is higher than that charged in the West Roseville Specific Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the SVSP. To the extent that the Traffic Mitigation Fee adopted for the SVSP is lower than that charged in the West Roseville Specific Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.
Department	Engineering Division
Status	Ongoing obligation

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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 - The obligation is to pay the HWY 65 JPA fee. Since the specific plan is not fully developed, there are still parcels subject to this obligation. The interim fee obligation is complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion. Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.
Department	Engineering Division
Status	Ongoing obligation - The obligation is to pay the SPARTA fee. Since the specific plan is not fully developed, there are still parcels subject to this obligation. The interim fee obligation is complete, but the overarching obligation to pay the fee is still ongoing.
Section	3.5.11
Title	Tier II Traffic Fee
Obligation	The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index

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	("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 3.5.1 and 3.5.2 above and Section 4.2 below.
Department	Engineering Division and Public Works Department

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Status	Ongoing obligation
Section	3.5.17
Title	Fiddymment Road/Baseline Road Intersection
Obligation	Improvements to the Baseline Road/Fiddymment Road intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund), and the City and County together through the City-County Traffic Mitigation Fee. Baseline/Fiddymment Intersection Improvements are comprised of City CIP improvements, Tier IA improvements, and subsequent improvements (the "Baseline/ Fiddymment Sierra Vista Ultimate Intersection Improvements"). The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/ Fiddymment Tier IA Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier IA Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection: East Leg: Two westbound through lanes Double left turn lane onto Walerga Road (southbound) One right turn lane onto Fiddymment Road (northbound) West Leg: One eastbound through lane One shared through (eastbound) and right turn lane onto Walerga Road (southbound) Double left turn lane onto Fiddymment Road (northbound) North Leg: Two southbound through lanes One left turn onto Baseline Road (eastbound) One right turn onto Baseline Road (westbound) South Leg: Two northbound through lanes One left turn onto Baseline Road (westbound) One right turn onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the cost of Baseline/ Fiddymment Tier IA Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier IA Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis.

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	The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier IA Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: No change from Tier IA West Leg: No change from Tier IA North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage South Leg: No change from Tier IA All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. For the Baseline/Fiddymment Tier IA Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City- County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Baseline Road/Watt Avenue/Santucci Boulevard Intersection
Obligation	Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt /Santucci Intersection Improvements are a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee. Baseline/Watt/Santucci Intersection Improvements are comprised of Tier IB Improvements and subsequent improvements. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier IB Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt /Santucci Tier IB Improvements which shall consist of one additional thru lane in the eastbound 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

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	Double left-turn lane onto Watt Avenue (southbound) West Leg: Two eastbound thru lanes One right-turn lane onto Watt Avenue (southbound) North Leg: N I A South Leg: One left-turn onto Baseline Road (westbound) Two right-turns onto Baseline Road (eastbound) All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards. City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier IB Improvements, out of the City-County Traffic Mitigation Fee. The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt /Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following: • Add two left-turn lanes in the eastbound direction • Add two thru lanes and remove one right-turn lane in the northbound direction • Add one thru lane and one right-turn lane in the westbound direction • Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection: East Leg: Two westbound thru lanes Double left-turn onto Watt Avenue (southbound) One right-turn lane onto Santucci Boulevard (northbound) West Leg: Two eastbound thru lanes Double left-turn (northbound) One right-turn lane onto Watt Avenue (southbound) North Leg: Two southbound thru lanes Double left-turn onto Baseline Road (eastbound) One right-turn lane onto Baseline Road (westbound) South Leg: Two northbound thru lanes 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.
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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

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	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 – the service boundary has not been extended to include property.
Section	3.7.1
Title	Financing of Water Supply
Obligation	Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard} facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to the existing City ordinances and this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.2
Title	Groundwater Wells
Obligation	

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	If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown in Exhibit "Q". 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 ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors 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. Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3. 7 .2 so long as Landowner pays the applicable fee."
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.3
Title	Water Conservation Measures
Obligation	Landowner and its successors shall implement a Water Conservation Plan. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the SVSP and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.
Department	Environmental Utilities Department
Status	Ongoing obligation - Though the water conversation plan has been approved. If the City determines the water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the parties shall meet and implement whatever measures are needed to assure that water supply will meet the projects demands. The DA outlines in more detail what those additional obligations could be, which could include additional costs to be covered by the landowner.
Section	3.7.4

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Title	Periodic Confirmation of Water Conservation Goal
Obligation	The City has determined, and 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 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 sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. 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. With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3. 7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.2
Title	Water Facilities
Obligation	Landowner shall construct on-site water system facilities. In the event that the WRSP has not constructed water lines necessary to serve the SVSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the SVSP consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs,

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	water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein. Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality design to be installed by Landowner. Landowner shall additionally install all underground utilities stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.8.3
Title	Water Facilities Reimbursement
Obligation	Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure. With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Urban Reserve properties, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B"). If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares. 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

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	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

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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	3.9
Title	Recycled Water Facilities
Obligation	Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U", 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 distribution system as generally shown in Exhibit "U". 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 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 WRSP 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 WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows: (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the 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

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	Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid. (iii) City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3 .9. All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements. If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated \$5 .3 million for the "Recycled Water Facilities" described in this Section 3 .9), Landowner shall not be responsible for the payment of the estimated \$5 .3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities."
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

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	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	3.9.4
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,

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	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

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Obligation	Landowner shall provide electric utility improvements as provided in this Section and the Phasing Plan.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.1
Title	On-Site Electric Facilities
Obligation	Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on- site 12kv electric distribution facilities as directed by the Electric Utility Director.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.2
Title	Off-Site Electric Facilities
Obligation	Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off- site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	230kV and 60kV Disclosure
Obligation	Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/ or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.11.5
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/ or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.6
Title	Electric Efficiency and Demand Reduction
Obligation	In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

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	1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard: a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. 2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder /homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device. 3. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.
Department	Electric Department
Status	Ongoing obligation
Section	3.12
Title	Parks, Open Space and Bike Trails Amendment #1 – Ord. #5898
Obligation	Landowner shall dedicate to City a total of 16.4 acres of active park land and 119.64 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan.

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	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 16.5 acres of active neighborhood parkland, 7.54 acres open space paseo and 112.0 acres of open space. The following two park parcels and open space parcels shall be dedicated to City as described below: 1. A 1.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel FD-50; 2. A 1.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-51; 3. A 5.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-52; 4. A 8.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-53; 5. A 4.13 1.12-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-70; 6. A 0.71-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71A, and a 0.82-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71B; A 1.28-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71; 7. A 0.25-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72A, and a 0.27-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72B; A 0.44-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72;

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	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;
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	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	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

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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

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	estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.
Department	Parks Department and Engineering Division
Status	Ongoing obligation
Section	3.12.4
Title	City-Wide Park Fee
Obligation	The City-Wide Park Fee shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-SO. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-SO to help fund City-Wide park needs.
Department	Parks and Finance Department
Status	Ongoing obligation
Section	3.12.4.1
Title	City-Wide Park Frontage Improvements
Obligation	Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.
Department	Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.12.5
Title	City-Wide Park In-Lieu Fee
Obligation	The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.6
Title	Paseo Facilities
Obligation	Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped / paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and

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	through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.7
Title	Bike Trail Fee
Obligation	Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCL. The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Plan Area for construction of the bike trails within the SVSP. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.
Department	Parks Department and Alternative Transportation
Status	Ongoing obligation (Alt Trans)
Section	3.12.8
Title	Bike Trail Construction
Obligation	Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels. Upon the development of any small lot residential subdivision adjacent to open space 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

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	responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading. Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8. If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.12.9
Title	Entire Park Land Obligation
Obligation	The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City- Wide parks and open space related to development of the Property.
Department	Parks Department
Status	Ongoing obligation
Section	3.12.10.1
Title	Conveyance of Open Space Preserve Areas
Obligation	Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas.
Department	Engineering Division and Open Space Division
Status	No dedications as yet – Ongoing obligation
Section	3.12.10.2
Title	Open Space Frontage Improvements
Obligation	When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.
Department	Engineering Division and Parks Department
Status	Not constructed yet – Ongoing obligation
Section	3.14.1
Title	Fire Tax

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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 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.
Department	Building Division and Finance Department
Status	Ongoing obligation
Section	3.14.4
Title	Liens, Encumbrances, Covenants, Conditions and Restrictions
Obligation	Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.
Department	City Attorney

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Status	Evaluation done at time of conveyance. Ongoing obligation.
Section	3.14.5
Title	Signage for Future Public Facilities
Obligation	Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM- 51,JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51,KT-52, DF-50, C0-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.
Department	Planning Department
Status	Ongoing obligation
Section	3.14.6
Title	Library Facilities
Obligation	Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.
Department	Library Department
Status	Ongoing obligation
Section	3.14.7
Title	Solid Waste Recycling Site (FD-62)
Obligation	Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.8
Title	Construction Waste
Obligation	Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.14.9
Title	Weed Abatement on P/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	3.14.10
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

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	\$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 Due \$1,432.09
Section	3.15
Title	EIR Mitigation Measures
Obligation	Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.
Department	Planning Division
Status	Ongoing obligation
Section	3.17.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/ or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency. More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/ culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City. Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/ or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this

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	Agreement.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.1.1
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.1.2
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation Amendment #1 – Ord. #5898 Amendment #2 – Ord. #6194
Obligation	If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.

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	(f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units: (1) City Wide Park Fee (Section 3.12.4) (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52); (3) Public Benefit Fee (Section 3.14.3). City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit. Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar for dollar the above referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.
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	Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s). Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1(i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s). If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following: (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test). (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years. (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year. (d) Authorized facilities shall include, among other items, development impact fees for public improvements. (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
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	(f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees. (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales. (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds. (i) 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
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	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). Amendment #2 (i) For the Second Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement. Amendment #3 For the Third Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31
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	timeframe shall be fifty percent (50%) of the SPRT A Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRT A Tier II Traffic Fee deferral provided by this Section 3.17 shall be adjusted as the SPRT A Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section 3.17 shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement. 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 #4 (i) For the Fourth Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement. Amendment #6 (i) For the Sixth Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.
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Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.1.3
Title	Community Facilities District – Public Facilities (Project Infrastructure) Formation
Obligation	Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to, reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.17.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.18
Title	Completion of Improvements
Obligation	City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if 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

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	utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Environmental Utilities Department and Public Works Department
Status	Ongoing obligation
Section	3.19.1.1
Title	Community Facilities District – Public Services (Services CFD) Formation – Consent Waiver and Special Benefit
Obligation	No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property. Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non- residential land uses.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.19.1.2
Title	Zones of Benefit
Obligation	The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.19.2
Title	Public Services
Obligation	The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following: 3.19.2.1 Autumn leaf cleanup for collector and local streets; 3.19.2.2 Maintain neighborhood parks; 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project; 3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, and striping); 3.19.2.5 Maintain City and neighborhood entry features within the Property, public 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

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	Space Preserve areas consistent with the 404 Permit and O&M Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);
3.19.2.8	Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;
3.19.2.9	Maintain flood control facilities including detention basins and created wetlands;
3.19.2.10	Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;
3.19.2.11	Maintain fire breaks within open space areas;
3.19.2.12	Maintain a Replacement: Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and
3.19.2.13	Maintain the bus transfer station, bus shelters, bus stops and bus signs.
Department	Finance Department
Status	Ongoing obligation - Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.20.1.1
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– Property has been annexed into CFD No. 3 for Municipal Services . Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.20.2
Title	Municipal Services
Obligation	The Municipal Services CFD shall provide the funds required to offset the SVSP's impact on City general fund resources available to pay for municipal services citywide,

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	including the SVSP. The funds shall be utilized for general fund purposes.
Department	Finance Department
Status	Ongoing obligation – Property was annexed into CFD No. 3 for Municipal Services . Not the entire DA boundary is in a CFD. For CFD 2 and 3 –the annexation area is excluding FD-21, 82A, 80, 23, 52, and 8B.
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.
Department	Finance Department
Status	Ongoing obligation
Section	3.21
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.22
Title	Grading Permit
Obligation	Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for Grading adjacent to or within the Open Spaces. Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/ or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per 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

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Title	Fire Station Site
Obligation	City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City. At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area, such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area, related to the provision of fire facilities in the Plan Area. At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality design to be installed by Landowner.
Department	Engineering Division and Fire Department
Status	Ongoing obligation
Section	3.25
Title	General Signage
Obligation	A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, wells, water tanks, recycled water tanks, pumping stations, aquifer storage and recovery facilities, and electrical sub-stations) and public facility sites (including, but not limited to, fire stations) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as 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

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

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
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Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers. C. So as to not delay implementation of the Specific Plan, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Plan Area due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City. D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "00" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an 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
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Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	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

Sierra Vista Specific Plan - Westpark Federico Development Agreement Implementation Matrix

	and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.
Department	Planning Division
Status	This is related to the Chan parcel UR-92. Fees would be collected when this parcel develops. Ongoing obligation
Section	4.2.8
Title	Specific Plan Infrastructure Fee
Obligation	To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions. Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.
Department	Engineering
Status	Ongoing obligation
Section	5.2
Title	Annual Review
Obligation	City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the 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

**Sierra Vista Specific Plan - Westpark Federico
Development Agreement Implementation Matrix**

	of the Agreement.
Department	Development Services
Status	Ongoing obligation

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

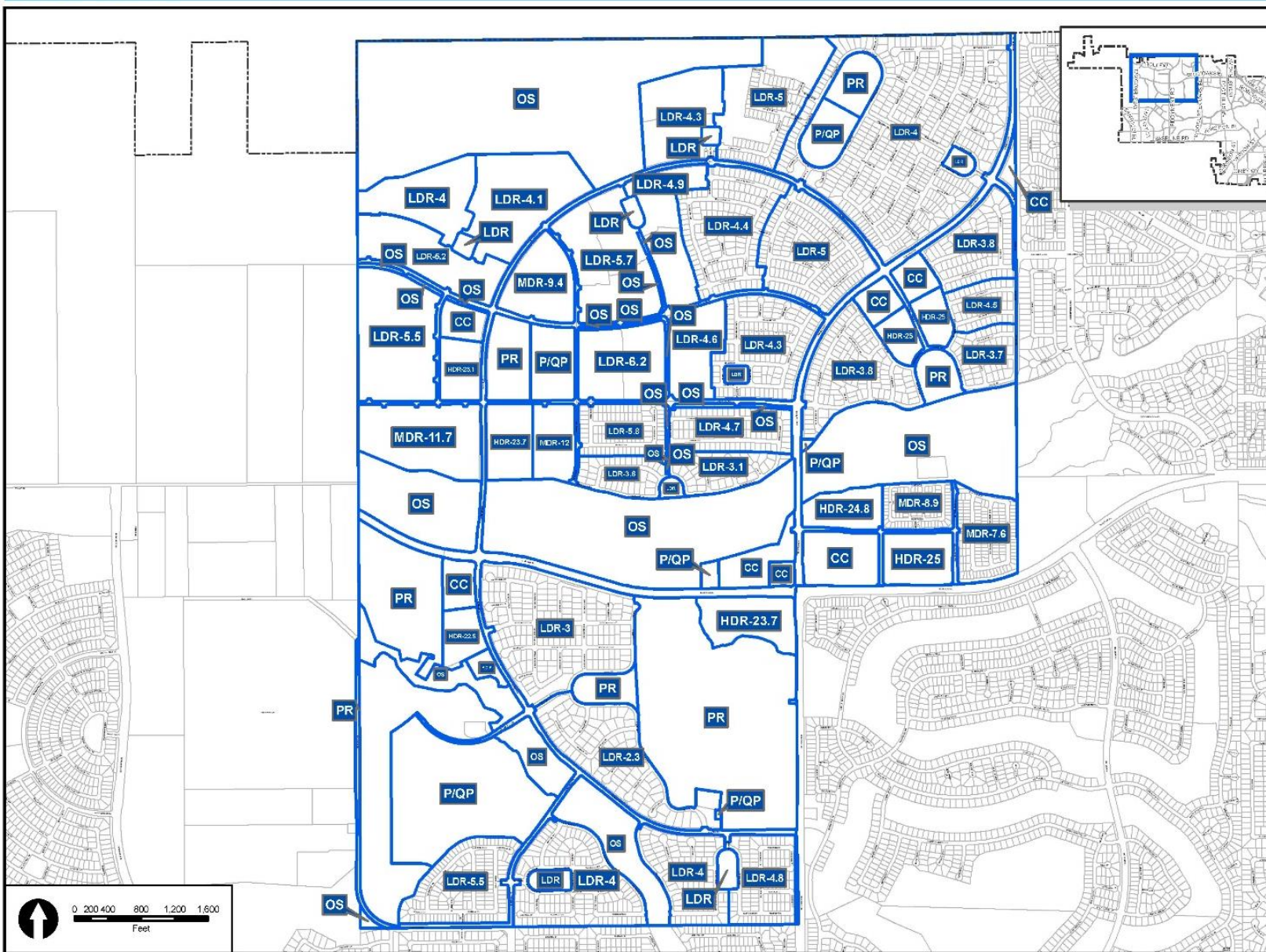
Owner Name: Roseville Fiddymment Land Venture LLC
c/o Signature Properties
4670 Willow Road, Ste 200
Pleasanton, CA 94588

Current Agreement: Development Agreement by and between the City of Roseville and Fiddymment Land Venture, LLC to the West Roseville Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
Fiddymment Land Venture, LLC (Signature Properties)	March 24, 2004	20 Years	4048
Amendments:			
	#1 – Jan. 4, 2006		4324
	#2 – Jun. 18, 2008		4668
	#3 – Sep. 2, 2009		4767
ATC Realty One, LLC	#4 – Jul. 17, 2013		5211
Fiddymment Land Venture, LLC	#5 – May 7, 2014		5337
	#6 – Aug. 6, 2014		5385
ATC Realty One, LLC Fiddymment 116 Lots, LLC	#7 – Sept. 15, 2017		5863
ATC Realty Onc, LLC and Roseville Schools, LLC	#8 – April 1, 2020		6208
Jen California 15 LLC, Taylor Morrison of California, LLC and West Roseville Development Company, Inc.	#9 – April 1, 2020		6209
Jen California 15 LLC, Taylor Morrison of California, LLC and West Roseville Development Company, Inc.	#10 – April 5, 2023		6639
Roseville Harvey 715, L.P.	#11 – November 15, 2023		6776

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

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



S:\Work\Business Services\Legal\Agreement\Development\agreement\boundary\docs\development Agreement V&B\ - Eddy\expert _and_ venture LLC.rxd Date Saved: 10/27/2016 1:58:25 PM

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023																	
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																
Title	Affordable Purchase Residential Units Amendment #1 – Ord. #4324 Amendment #2 – Ord. #4668 Amendment #3 – Ord. #4767 Amendment #5 – Ord. #5337 – <i>section deleted</i> Amendment #6 – Ord. #5337 – <i>section deleted</i>																
Obligation	Developer agrees that 83 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows: Developer agrees that 83 units will be reserved on Parcel F-16 as detached and/or attached single-family residential units affordable to middle-income purchasers. Such units shall be distributed throughout said Parcel. Developer agrees that 83 units will be temporarily reserved on Parcel F-6 as detached and/or attached single-family residential units affordable to middle-income purchasers. Prior to (or concurrently with) the approval of the first tentative map in Fiddymment Ranch Phase 3 a permanent location for the affordable purchase units shall be identified and designated in the Development Agreement. <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr><tr><td>PCL F-16</td><td>224</td><td>46</td></tr><tr><td>PCL F-17</td><td>174</td><td>37</td></tr><tr><td>PCL F-21</td><td>219</td><td>37</td></tr><tr><td>Total</td><td></td><td>83</td></tr></table>		Parcel	Total Units in Parcel	Middle Income Purchase Units	PCL F-16	224	46	PCL F-17	174	37	PCL F-21	219	37	Total		83
Parcel	Total Units in Parcel	Middle Income Purchase Units															
PCL F-16	224	46															
PCL F-17	174	37															
PCL F-21	219	37															
Total		83															
Department	Housing Division																
Status	Obligation amended and complete																
Section	2.6.1.1																
Title																	
Obligation																	
Department																	
Status																	
Section	2.6.1.2																
Title																	
Obligation																	

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
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Department	
Status	
Section	2.6.1.6
Title	Facilities Districts
Obligation	The Economic and Community Services Director shall maintain a list of middle-income affordable units that are conveyed pursuant to an Affordable Purchase Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Purchase Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, set the applicable special tax for the middle-income affordable purchase units within each such Parcel at a level equal to fifty percent (50%) of the applicable special tax for the balance of the units within said Parcel.
Department	Finance Department and Housing Department
Status	CFD #1 infrastructure (bond) district has been formed and infrastructure improvement proceeding – Series 2006 issue of second series sold 09/2006. Both bond issues refunded into Series 2017. Bond Sales Complete – Obligation Complete Ongoing City obligation for annual listing
Section	2.7.1
Title	404 Permit
Obligation	Developer has obtained verification from the U.S. Army Corps of Engineers that approximately 16.19 acres of vernal pools and 3.87 acres of wet swales/channels exist on the Property. Developer shall obtain from the U. S. Army Corps of Engineers (the "Army Corps") a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property. Developer shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project, including but not limited to off-site improvements such as Phillip Road, and Blue Oaks Boulevard. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation, off-site preservation and/or on-site and off-site creation of wetland resources. It is anticipated that the 404 Permit will require preservation and/or creation of wetland resources within the Property ("Preserve Area"). At the election of the City, City and Developer shall cooperate with one another in the formation of a conservancy or fee financing mechanism provided for in Section 3.20, with the authority to assume and/or administer the costs of maintaining the Preserve Area in accordance with the 404 Permit.
Department	Engineering Division / Environmental Coordinator
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,

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

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

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
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	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
Status	Obligation Complete
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
Department	Engineering Division
Status	Obligation Complete
Section	3.5.2
Title	Arterial Roadways Amendment #4 – Ord. #5211
Obligation	Developer shall dedicate all necessary rights- of-way and shall construct road way improvements for the arterial roadways, except for Blue Oaks Boulevard, the construction obligation for which is set forth in Section 3.5.3.2 below. Arterial road ways on the Property include Fiddymment Road and Blue Oaks Boulevard. City and Developer acknowledge that the locations of these road ways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The timing, number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required road way improvement.
Department	Engineering
Status	Obligation Complete
Section	3.5.3

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
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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	Obligation Complete
Section	3.5.4
Title	Timing of Dedication and Construction of Road Improvements
Obligation	<u>3.5.4.1</u> Upon recordation of the Large Lot Map for any portion of the Property, Developer shall dedicate the rights-of-way shown in the Specific Plan for that portion or phase of the Property for the improvements described in this Agreement. <u>3.5.4.2</u> Prior to the recordation of a small lot residential subdivision map for the Property, Developer shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets.
Department	Engineering Division
Status	Obligation Complete
Section	3.5.2.1
Title	Blue Oaks Boulevard Amendment #4 – Ord. #5211 Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385 – section deleted
Obligation	Developer shall construct Blue Oaks Boulevard consistent with the Phasing Plan. Developer shall construct Blue Oaks Boulevard from Fiddymment Road to the new alignment of Phillip Road within five years of the date of the first occupancy permit issued in parcels (F-3 and Placer Investors' Parcels W-2, W-3, W-4, W-5, W-6, W-7, and W-75) adjacent to the temporary truck route serving the Treatment Plant. Developer shall complete construction of this segment of Blue Oaks Boulevard within one year of commencing construction. Segment 1 of Blue Oaks Boulevard, as defined below located within the Fourth Amendment Property shall be constructed by Developer. Developer shall construct Segment 1 at such time as development begins within Phase 3 of the Fourth Amendment Property. Segments 2 through 4 of Blue Oaks Boulevard, located outside of the Fourth Amendment Property, beginning at the westerly property line of the Fiddymment property through the westerly side of the intersection of Westbrook Boulevard (collectively, "Blue Oaks Boulevard (Off-site)") shall be constructed by others. Developer will bear a pro-rata share of the cost to construct Segment 3 of Blue Oaks Boulevard Off-Site through the payment of the below-described fee; however, Developer has no obligation to construct any portion of Blue Oaks Boulevard (Off-site).

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	• Segment 1: Westerly side of the Hayden Parkway/Blue Oaks Boulevard intersection to the westerly property line of the Fiddymment property. (Cost allocation: 100% Developer). • Segment 2: Westerly property line of the Fiddymment property to the east side of the Blue Oaks Boulevard/Westpark Drive intersection. (Cost allocation: 100% City TM F). • Segment 3: East side of the Blue Oaks Boulevard/Westpark Drive intersection to the eastern property line of Parcel W-60. (Cost allocation: 50% Westpark; 50% Developer). • Segment 4: Eastern property line of Parcel W-60 to the west side of the intersection of Blue Oaks Boulevard and Westbrook Boulevard. (Cost allocation: 100% Westpark). The entire width of Segment 2 (i.e., back of curb to back of curb) shall be included in the City Traffic Mitigation Fund Fees (the "TM F Fees") in the City's road way Capital Improvement Program ("Road CIP"). Developer's pro-rata share of the cost obligation set forth in this Section 3.5.2.1 for Segment 3 (excepting the cost of 22 feet of pavement in Segment 3, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR, MDR, and HDR building permits in the Fourth Amendment Property as of the date of this Fourth Amendment, and dedicated to Segment 3 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.2.1. With respect to the Fourth Amendment Property, Developer agrees to pay to City a fee of \$1,159 per LDR or MDR building permit, for the Blue Oaks Boulevard Off-Site Road Fee. The foregoing fee is based upon the number of units currently approved for the Fourth Amendment Property (e.g., 482 LDR, 806 MDR, and O H O R 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
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	dedication (IOD) for (1) all necessary access easements with rights to construct and the right of City assignment, and (2) rights of way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer. The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Westpark's allocated costs for Segment 3 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.2., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Westpark to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein. The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100-foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes: • The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern ½ section of the road including slopes. • The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost. • The cost of grading the southerly ½ of a 6-lane facility, including turn lanes, bus turn-outs, half the center median, and a 22-foot bench behind the back of curb, for an approximate width of 72 feet, plus the slopes to existing ground. • The cost of 'h of the landscaped median and the median curb. • The cost of curb and gutter plus 18' of pavement, joint trench, stripping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd. from the westerly boundary of the Fiddymment property to the Westpark Dr. intersection would be included in the CIP program. • The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 4 and 6 of the report. • The WRSP portion of the 24-inch recycled water line. City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). The number of LDR, MDR and HDR units within the Fifth Amendment Property is being adjusted in connection with this Fifth Amendment; therefore, the amount of the Blue Oaks Boulevard Off-Site Road Fee (defined in the Fourth Amendment) that will be applied to LDR, MDR, and HDR building permits within the Fifth Amendment Property is hereby amended as follows: (i) \$539 per LDR or MDR building permit, and (ii) \$334 per HDR unit. In the event that Segment 1 of Blue Oaks Boulevard, as described in paragraph 3.5.2.1 of the Fourth Amendment to the Development Agreement, is constructed or
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	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).

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	Developer and Westpark shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off-Site Road Fee. Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fee amount for LDR, MDR, and HDR units spread over 95% of the total allocated LDR, MDR, and HDR units within the Fourth Amendment Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, the City Manager may appropriately adjust the Westpark Drive Off-Site Road Fee to avoid a shortfall in the payment of Developer's pro-rata share of the cost obligation, without amendment of this Fourth Amendment and otherwise without compliance with the Mitigation Fee Act (California Government Code Section 66000, et seq.). The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of the payment of Developer's share of the Westpark Drive Off-Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to the Fourth Amendment), from the westerly property line of the Fiddymment property to the intersection of Westpark Drive (the "Prepayment Event"). At such time as the City elects to trigger the Prepayment Event, regardless of the status of fees collected, the City shall provide Developer with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by Developer. 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
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	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 full width of a standard collector roadway section including turn lanes, and an 8 foot bench on both sides of the roadway (approximately 64 feet in width), plus the slopes to existing ground. d. The cost of curb, gutter, pavement, joint utilities, stripping, signage, and street lights. e. The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 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
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	Obligation Complete
Section	3.5.7.1
Title	Traffic Signal Interconnect Project Amendment #1 – Ord. #4324

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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	Obligation Complete - Interconnect Improvements Complete – Funding obligation met.
Section	3.5.12
Title	Access for Existing Residences with Property
Obligation	Three (3) occupied residences exist on the Property today. Developer shall construct interim all-weather access to Residence "A" capable of supporting 34 tons. Residence "B" will be retained as part of the Fiddymment Park complex and may be used by the City as a caretaker's residence. Residence "C" shall remain in its current location and shall be provided interim and permanent access to a public street as part of the development of the Project. Developer shall be responsible for providing and/or constructing interim accesses to existing residences.
Department	Engineering Division
Status	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	Obligation Complete.
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

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	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	Obligation Complete
Section	3.5.21
Title	Fiddymment Road Widening Amendment #4 – Ord. #5211 Amendment #6 – Ord. #5385 – section deleted
Obligation	Developer and Placer Investors shall be jointly and severally responsible to widen Fiddymment Road to City standards as a four lane road, from Pleasant Grove Boulevard to Baseline Road, with construction commencing not later than expiration of fiscal year 2009-2010, subject to completion of all environmental review requirements, and provided that City has not then received any application for development of the property adjacent to the west of existing Fiddymment Road, and provided further that such widening has not otherwise been completed or undertaken by that date. City and Developer acknowledge that the agreement to widen Fiddymment Road is the result of negotiation between the parties and is not required as a result of impacts of development of the Property.
Department	Engineering Division
Status	Section deleted
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	Obligation Complete
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	Obligation Complete
Section	3.6.7
Title	Coordination with Construction by Placer County

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Obligation	Placer County has expressed interest in coordinating with City and Developer on the future construction of wastewater conveyance facilities (including but not limited to, pipes) by the County or others within the Fiddymment Road right-of-way. The approximate location of the proposed wastewater conveyance facilities. In order to facilitate such cooperation with the County, Developer shall, prior to the commencement of construction of improvements to Fiddymment Road, provide a construction schedule for the improvements to the County Public Works Department. Thereafter, to the extent that coordination with the County can be accomplished without additional cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with the County in the construction of such wastewater conveyance facilities.
Department	Environmental Utilities
Status	Obligation Complete
Section	3.6.8
Title	Construction within Blue Oaks Boulevard
Obligation	City has an interest in constructing wastewater outfall facilities under and crossing the future alignment of Blue Oaks Boulevard. City has requested and Developer has agreed to construct such facility crossing at the time of construction of the subject segment of Blue Oaks Boulevard subject to immediate reimbursement by City to Developer. Reimbursement shall include engineering and design and construction costs associated with the facility.
Department	Environmental Utilities
Status	Obligation Complete - Blue Oaks Boulevard is constructed to the west boundary of the project, so the extension of a wastewater outfall line has been addressed.
Section	3.7.1
Title	Water Supply – Contract with San Juan Water District
Obligation	City has acquired from San Juan Water District rights to 3,200 acre feet of potable water annually for purposes of augmenting City water supplies. Developer and Placer Investors shall be jointly and severally responsible to reimburse to City the one-time up-front payment from City to San Juan Water District in the sum of \$1,340,000 within 30 days after the expiration of all appeal periods and tolling periods pursuant to Section 1.3.4 of this Agreement applicable to City's approval of the Entitlements and annexation of the Property into City by LAFCO. City and Developer agree that the payment to City as required pursuant to this Section 3.7.1 shall be reimbursed from the first phase of CFD bonds issued for the Project.
Department	Environmental Utilities
Status	Obligation Complete
Section	3.7.8
Title	Water Conservation Goal for the Property Amendment #6 – Ord. 5385 Amendment #9 – Ord. 6209
	Amendment #9 <u>Water Conservation Goal for the Property</u>. 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.

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	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 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 Ninth Amendment Property) are valid.
Department	Environmental Utilities
Status	Obligation Complete
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	Obligation Complete - Water study was completed –
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	Obligation Complete
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	Obligation Complete
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
Status	Obligation Complete
Section	3.8.5
Title	Water System Sequencing

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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	Obligation Complete
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	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	Obligation Complete - Easement Granted for sanitary sewer pipeline 03/15/2005.
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 Complete
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

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	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	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 and the Specific Plan.
Department	Engineering Division
Status	Obligation Complete
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	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	Obligation Complete - Parcel F-16 property was dedicated to the city on 9/21/2005 (DOC#2006-0001828).
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,

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	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
Title	Park and Open Space Amendment #5 – Ord. #5337
Obligation	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	Obligations Complete
Section	3.12.1
Title	Parks and Open Space Dedications Amendment #5 – Ord. 5337
	Developer shall dedicate a total of 203.0 acres of park land, 6.7 acres of open space paseo and 341.3 acres of open space to the City. The following seven (7) park parcels, four (4) open space paseo parcels and eight (8) open space parcels shall be dedicated to the City as described below: 1. A 7.8-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel F-50; 2. A 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 Fiddymment Park, a public park, as shown as Parcel F-54; 6. A 29.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-55; 7. A 45.8-acre, more or less, portion of the Property for the purpose of a portion of the Regional Sports Park, a public park, as shown as Parcel F-56; 8. A .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 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 1.68-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel F-92;

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	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	Obligation Complete
Section	3.12.2
Title	Existing Residences within Property
Obligation	Three (3) occupied residences exist on the Property today are Residences A, B and C. Residence "A," will remain on the Regional Sports Park property for utilization by the City for non-residential purposes. Residence "C" will be retained as part of the Fiddymment Park complex and may be used by the City as a caretaker's residence. Residence "B" shall remain in its current location as part of the Project. Developer shall deliver to City all residences "A" and "C," together with all outbuildings, appurtenances and grounds, in good and tenantable condition at least as good as the condition in which such residences, etc., exist as of the date of this Agreement. To that end, Developer may encourage continued lawful occupancy of

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	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."

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	"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

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	(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 Fiddymment Land Venture, LLC, unless the City expressly agrees, in writing, to release Roseville Fiddymment Land Venture, LLC from any of such design or construction obligations under this Section 3.12.4.2. Notwithstanding the foregoing, City is presumed to have expressly approved the assignment and assumption of this obligation by the West Roseville Development Company, Inc., a Delaware corporation. As a condition of any such assignment that involves a Responsible Parcel, the City may require that Developer or Developer's successor post security in form and amount acceptable to the City to secure the completion of the design and construction of the park improvements for the parcel F-53. To assist City in monitoring compliance with the park design and construction schedule, as and when Developer applies for building permits within a Responsible Parcel, Developer shall give written notice to the Department, indicating the number of units involved in the permit request and the total number of building permits which have been issued for the Responsible Parcels of which such parcel is a part, as well as the status of the design and/or construction of the parcel F-53.
Department	Parks Department
Status	Obligation Complete
Section	3.12.4.6
Title	Amenities Included in Neighborhood Park Improvements Amendment #1 – Ord. #4324
Obligation	Park improvements constructed by Developer for parcel F-53 shall include all utilities and all landscaping and irrigation necessary to serve the park. When installing road improvements adjacent to the park site, Developer shall construct the frontage improvements therefore (excluding landscaping and sidewalks unless the park is developed at the same time as such frontage improvements are being installed) and

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	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	3.12.5.1
Title	Citywide Park Frontage Improvements
Obligations	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	Obligation Complete
Section	3.12.6
Title	Paseo Facilities Provided by Developer Amendment # 5 – Ord. #5337
Obligation	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	Obligation Complete
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

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	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	Obligation Complete
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	Obligation Complete
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	Obligation Complete
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	Obligation Complete
Section	3.12.9
Title	Pocket Parks Amendment #1 – Ord. # 4324 Amendment #2 – Ord. # 5337

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Obligation	The total number of Pocket Parks to be constructed has increased. Therefore, Section 3.12.9 of the Development Agreement is hereby amended by adding "Parcel F-101" to the list of parcels upon which Pocket Parks are located.
Department	Parks Department and Engineering Department
Status	Obligation Complete
Section	3.12.9.7
Title	Pocket Parks 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, 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
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

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	good faith efforts, Developer fails to obtain approval of the Community Garden use in the 404 Permit and O&M Plan, the property described as Community Garden site shall remain as Open Space Preserve. REVISED SECTION 3.12.10. Developer shall construct the community garden parking lot described in Section 3.12.10 of the Development Agreement (including post & cable fencing along the road and utility stubs as requested by City) within 6 months following receipt of written notice from City requesting construction and confirming that there are adequate funds in the City Wide Park Fund to reimburse Developer for the cost thereof, weather permitting. City shall review and approve an itemized list of costs of the improvements prior to start of any work. Changes or increases to the approved costs shall be reviewed and approved by the City prior to proceeding with the work relating to the change or increase in approved cost. City shall accept the improvements upon completion of construction (including the correction of any punch list items identified during the City's final inspection), and shall reimburse Developer for the cost thereof within 30 days after submission of a written request for reimbursement which shall include all contracts, invoices and supporting documentation of costs.
Department	Parks Department
Status	Section deleted
Section	3.12.11
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. 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. 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

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Status	Obligation Complete
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	Obligation Complete
Section	3.12.11.2
Title	Open Space Frontage Improvement
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	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	Engineering and Building Division
Status	Obligation Complete - Agreements entered
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	Obligation Complete - WRSP PCL F-73 (APN: 017-100-059 & 068 portion of) was

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	dedicated to the City on July 12, 2006 (Doc #2006-0074401). Parcel rough graded prior to dedication.
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, and Electric Department
Status	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	Obligation Complete - Fee paid.
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	Obligation Complete
Section	3.20.2
Title	Obligations
	The Maintenance CFD shall provide the funds required for the performance of the following maintenance, monitoring and reporting obligations. 3.20.2.1 Autumn leaf cleanup for collector and local streets;

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	3.20.2.2 Maintain park improvements for the neighborhood park sites; 3.20.2.3 Maintain paseos, medians, and landscape corridors along roadways within the Project, and including the median on Fiddymment Road from Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddymment Road to the eastern boundary of the Project; 3.20.2.4 Maintain Pocket Parks; 3.20.2.5 Maintain bikeways located within Open Space Preserves outside of parks and paseos; 3.20.2.6 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.20.2.7 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan for the Project; 3.20.2.8 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plan. City may, at its election, create a non-profit foundation, or contract with an existing conservancy or similar organization, to oversee perpetual maintenance, monitoring, reporting and adaptive management requirements of and for Open Space Preserve Areas with funding provided by the Maintenance CFD; 3.20.2.9 Maintain all water quality structural controls and drainage swales constructed between storm drain outfalls and receiving waters; 3.20.2.10 Maintain flood control facilities including detention basins; 3.20.2.11 Maintain open space areas including general maintenance, signage maintenance and trash and debris collection; 3.20.2.12 Maintain creeks for flood flows and provide debris collection; 3.20.2.13 Maintain fire breaks within open space areas; 3.20.2.14 Maintain the community garden and associated facilities including parking lot; 3.20.2.15 Maintain bus shelters, bus stops and bus signs; and 3.20.2.16 Maintain a Replacement Reserve Fund for repair and replacement of entry features, sound walls, signage, lighting, and other special features including trellis and shed structures, etc. included in the areas maintained by the Maintenance CFD, as indicated in the Design Guidelines
Department	Finance Department
Status	Obligation Complete
Section	3.21
Title	Community Facility DDistrict - 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

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	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 – Obligation Complete
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	Obligation Complete
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	Obligation Complete
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.

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Development Agreement Obligations <u>Not Complete</u> as of December 2023	
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 Amendment #8 – Ord. #6208
Obligation	Low Density Residential: 3,240 units on 769.8 net Medium Density Residential: 836 units on 80.51 net acres High Density Residential: 1,792 units on 72.48 net acres Community Commercial: 45.78 net acres Business Professional: 0.0 net acres Park: 203.0 net acres Open Space: 340.12 net acres Open Space (paseo): 6.66 net acres Schools: 71.95 net acres Fire Station: 2.51 net acres Electric Substation: 1.55 net acres Well Sites: 0.52 net acres Other Public (RoW): 111.73 net acres Low Density Residential: 3,241 units on 770.1 net Medium Density Residential: 836 units on 80.51 net acres High Density Residential: 1,792 units on 72.48 net acres Community Commercial: 45.78 net acres Business Professional: 0.0 net acres Park: 203.0 net acres Open Space: 340.12 net acres Open Space (paseo): 6.66 net acres Schools: 71.95 net acres Fire Station: 2.51 net acres Electric Substation: 1.55 net acres Well Sites: 0.22 net acres Other Public (RoW): 111.73 net acres
Department	Planning Division
Status	Ongoing obligation

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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	2.6.1.1
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 Amendment #10 – Ord. #6639 Amendment # 11 – Ord. #6776

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Obligation	Affordable Obligation. Developer agrees that 586 affordable rental units will be reserved within the Property, including 235 units for rental to very low income households and 235 units for rental to low income households, and 116 units for rental to middle-income households as follows: <table><tr><th>Parcel</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th><th>Middle- Income Rental Units</th></tr><tr><td>F-6B</td><td>66</td><td>66</td><td>63</td></tr><tr><td>F-8A</td><td>0</td><td>0</td><td>53</td></tr><tr><td>F-20</td><td>78</td><td>76</td><td>0</td></tr><tr><td>F-22</td><td>91</td><td>93</td><td>0</td></tr></table> Developer agrees that 587 affordable rental units will be reserved within the Property, including 235 units for rental to very low income households, 235 units for rental to low income households, and 117 units for rental to middle-income households, as follows: <table><tr><th>Parcel</th><th>Very Low Income Rental Units</th><th>Low Income Rental Units</th><th>Middle Income Rental Units</th></tr><tr><td>F-20</td><td>78</td><td>76</td><td>0</td></tr><tr><td>F-22</td><td>91</td><td>93</td><td>0</td></tr><tr><td>F-6B</td><td>66</td><td>66</td><td>63</td></tr><tr><td>F-8A</td><td>0</td><td>0</td><td>53</td></tr></table>				Parcel	Very Low Income Rental Units	Low Income Rental Units	Middle- Income Rental Units	F-6B	66	66	63	F-8A	0	0	53	F-20	78	76	0	F-22	91	93	0	Parcel	Very Low Income Rental Units	Low Income Rental Units	Middle Income Rental Units	F-20	78	76	0	F-22	91	93	0	F-6B	66	66	63	F-8A	0	0	53
Parcel	Very Low Income Rental Units	Low Income Rental Units	Middle- Income Rental Units																																									
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F-6B	66	66	63																																									
F-8A	0	0	53																																									
Department	Housing Department																																											
Status	One of two documents recorded obligations current and ongoing - Not developed yet																																											
Section	2.6.2.2																																											
Title	Transfer/Satisfaction of Obligation Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5337																																											
Obligation	At the request of Developer, the affordable rental housing obligation (or any portion thereof) may be transferred, with the consent of the Economic Development Director, from one Parcel within the Property to another Parcel within the Property. No such transfer shall require an amendment to this Agreement, but City and Developer shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement. Provided, however, in no event shall a transfer result in any one parcel containing more than 200 affordable units.																																											
Department	Housing Division																																											
Status	No transfers requested yet – Ongoing obligation																																											
Section	2.6.2.4																																											
Title	Facilities District																																											

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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	3.4
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

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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.

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	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	3.5.8
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

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	assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.5.10
Title	South Placer Regional Traffic Fee
Obligation	Developer agrees that the Property shall be subject to and pay the South Placer Regional Traffic Fee ("SPRTA Fee") as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Developer hereby consents to such inclusion. Developer agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the North Industrial Plan Area shall apply to the Property and Developer shall pay such fees ("Interim SPRTA Fee ") in the amounts and at the times specified in the SPRTA Fee Program. If Developer pays the Interim SPRTA Fee, and the Interim SPRTA Fee exceeds the amended SPRTA Fee, then the excess amount collected shall be applied as a credit toward SPRTA Fee on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim SPRTA Fee is less than the amended SPRTA Fee that is ultimately adopted for the Property, the total amount of the shortfall shall be added as a surcharge to future SPRTA Fee on a per DUE basis.
Department	Engineering and Building Division
Status	Ongoing obligation
Section	3.5.11
Title	Bridges Amendment #4 – Ord. #5211
Obligation	Developer shall construct a total of five bridges, three on- site and two off-site per the Phasing Plan. The Coyote Creek bridge shall be designed to accommodate Wastewater Treatment Plant service vehicles access under the bridge for travel to the Wastewater Treatment Plant outfall structure. Upon completion of construction of the bridge over Pleasant Grove Creek on Blue Oaks Boulevard west of Crocker Ranch Road. Developer shall receive a credit against City traffic mitigation fees pursuant to Section 4.2 for the cost of adding three additional travel lanes. Developer shall receive a credit against City's Traffic Mitigation Fee for its costs to construct those bridges included within the City's Capital Improvement Program (CIP) as identified in the Infrastructure Phasing & Reimbursement Schedule Exhibit "00." Concurrent with the construction of Phase 2 of Fiddymment Ranch, in accordance with 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

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Section	3.5.13
Title	Access to Residences within MOU Area
Obligation	With Placer Investors, Developer shall maintain accesses to existing residences within the MOU area. All such accesses shall be maintained continuously during construction.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.14
Title	Light Rail Funding
Obligation	Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville at such time as a light rail project and associated funding mechanism are approved.
Department	Alternative Transportation
Status	Ongoing obligation
Section	3.5.15
Title	Watt Avenue Extension and Improvement Fee
Obligation	Developer consents to and agrees that any then-underdeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and improvement of Watt Avenue at such time as a Watt Avenue extension or improvement and associated funding mechanism may be approved.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	City-County Fee
Obligation	Developer acknowledges that City and Placer County are considering adoption of a funding mechanism for improving certain roads in the vicinity of the WRSP, including Baseline Road, Walerga Road and Fiddymment Road. Developer consents and agrees that the Property shall participate, to the extent of its fair share, in a city-wide funding mechanism for such road improvement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17.1
Title	Placer County Traffic Mitigation Fee Amendment #5 – Ord. #5337 Amendment #7 – Ord. #5863
Obligation	As more particularly described below, Developer agrees to pay to City at the time building permits are issued within the planning areas described below, a fee of \$125 per DUE (the "Placer County Traffic Mitigation Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for 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

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	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	3.5.19
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	3.6.1
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

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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	3.6.6
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	3.7.2
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.

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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 Amendment #8 – Ord. #6208
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). Amendment #8 ATC Realty One, LLC Developer shall dedicate to City Parcel F-67 in Phase 1 and shall construct one.(1) groundwater well at the approximate location shown on Revised Exhibit "W" &nd prepare the well according to industry standards 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, shall achieve a yield of approximately 1,800 gallons per minute (GPM). Developer shall drill the well upon the earlier of the need for the 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 portion of the groundwater well facility (site improvements and pumping facilities). It has been determined that the Phase 2 well site (F-66) DOES NOT have access to groundwater of such quality that only disinfection will be required to meet the California Drinking Water Quality Standards. In lieu of providing a production well at

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	the Phase 2 well site (F-66) Developer shall fund the drilling of a well, to be located off-site of the Eighth Amendment Property, on property selected and acquired by the City. The cost of drilling the off-site production well shall be an amount mutually agreed to by City and Developer at the time that the City is ready to drill the offsite well, and the Developer shall pay the well drilling cost to the City upon City's written notification to the Developer of City's readiness to begin drilling of the off-site well. Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of constructing the groundwater well (including, but not limited to, permitting, design, construction, design support during the construction phase, construction management, inspection, administrative and legal), the Developer shall be relieved of the obligation to pay the well drilling cost to the City for the off-site well, described in the preceding paragraph of this Section 3.7.5. Monitoring wells have been constructed on the F-66 well site, and it has been determined that the site was not suitable for a production well. As a result the F-66 well site is to be reduced to a parcel that contains the existing monitoring wells, and the remainder of the original F-66 well site is to be converted to a single family residential lot. The process for converting the F-66 well site to a residential lot shall be as follows: - The portion of the F-66 (Lot 21) well site containing the Monitoring Well shall be deeded to the City. - The Irrevocable Offer of Dedication for the remainder of the F-66 (Lot 21) well site shall be quit claimed by the City. - The Adjacent Lot D (the F-66 well site driveway parcel) shall be quit claimed by the City and by the original grantor of the parcel to the Developer. - Th City shall issue a Certificate of Compliance verifying that the two parcels consist of one buildable single family detached lot. - The Developer shall construct the following improvements to the resultant monitoring well site prior to issuance of a building permit for the single family residence: - Widen the sidewalk along Fiddymment Road adjacent to the monitoring well site at F-66 to provide parking for maintenance access. Modification of the exiting curb and gutter may be required to accommodate maintenance vehicle access to the area. - Construct a 6' high masonry wall along the north boundary of the monitoring well site. - Construct a 6' high open iron fence along the southeast boundary of the monitoring well site, including a 10' wide gate. - Construct a 3' wide walkway between the widened section of the Fiddymment Road sidewalk and the monitoring well site.
Department	Environmental Utilities
Status	Ongoing obligation - water quality at F-66 is unsuitable for our purposes so no well will be built in that location. However, DAA#8, states that in lieu of providing a production well at F-66, the developer shall fund the drilling of a well at an off-site location. Off-site well location is still to be determined.
Section	3.7.6
Title	Water Conservation Measures Amendment #5 – Ord. #5337 Amendment #6 – Ord. #5385

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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	3.8.6
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

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	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 Fiddymment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddymment Road, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Developer in the development of the Project, Developer and City shall cooperate with PCWA in the construction of such water conveyance facilities.
Department	Environmental Utilities
Status	obligation complete
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

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	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	3.10.1
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

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	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	3.11.2
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 Fiddymment Road and north side of Blue Oaks Boulevard to construct 60kV overhead electric lines.
Department	Electric Department and City Attorney
Status	Attorney: Evaluation of disclosures done at time of submittal of CC&R's. Ongoing obligation.
Section	3.12.3
Title	Financing for Parks

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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

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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	3.15.1
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

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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	3.15.7
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

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	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	Developer shall pay the Placer County Air Pollution Control District ("PCAPCD") Air Quality Mitigation Fee to be used for projects, programs and services that will reduce emission sources to the direct benefit of City residents. Such projects, programs and services may include, but shall not be limited to, replacement of non-EPA certified wood stoves, transit vehicle conversions, and retrofitting vehicles and clean or burning alternative fuels. The PCAPCD Air Quality Mitigation Fee shall be paid upon issuance of each residential building permit issued within the Fifth Amendment Property, in the amount of \$260.58 per DUE. The City shall remit all payments to PCAPCD on or before January 30 of each calendar year.
Department	Building Division
Status	Ongoing obligation
Section	3.15.12
Title	Traffic Signal Coordination Fee
Obligation	As partial consideration for this Agreement and to offset certain anticipated traffic impacts, Developer shall pay a Traffic Signal Coordination Fee to coordinate traffic signals for improved traffic operations in the City. The fee shall be paid upon issuance of each building permit, in the amount of one hundred dollars (\$100) per dwelling unit equivalent. For purposes of this section, the total dwelling unit equivalents shall be 10,323, consistent with the calculation for traffic impact fees (and not the same as for public facilities impacts).
Department	Public Works Department and Building Division
Status	Ongoing obligation
Section	3.15.13
Title	Transit Shuttle Service Fee Amendment #1 – Ord. #4324
Obligation	Developer shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$52.50 per dwelling unit equivalent, inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI)."
Department	Alternative Transportation
Status	Ongoing obligation
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

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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 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 (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 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

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	individual unit types under this Section 3.18 prior to the increase in housing density allowed by this Fifth Amendment and related General and/or Specific Plan amendments and the formation of the Overlay CFD. Those portions of the Property within the boundaries of and subject to the overlay CFD are shown in Exhibit RR. Developer shall be allocated a share of the infrastructure costs and shall be assessed special taxes in a fair and proportionate manner as specified in a tax formula agreed to by City and Developer. 3.18.1.1 Nothing in this section shall be construed to require Developer to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds. 3.18.1.2 Concurrent with any formation of a CFDO, Developer and City shall enter into a shortfall agreement, in form and substance acceptable to City, whereby Developer shall covenant to finance its fair share of the costs of the CFD Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements. 3.18.1.3 Nothing herein shall be construed to limit Developer's option to install the public improvements through the use of traditional assessment districts or private financing.
Department	Finance Department
Status	CFD formed - Ongoing levy obligation
Section	3.18.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are 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	3.20
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.

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Department	Finance Department
Status	Maintenance District formed – Ongoing CFD levy 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 City 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	3.23

West Roseville Specific Plan - Fiddymment Land Venture, LLC Development Agreement Implementation Matrix

Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Developer and City agree to grant encroachment permit(s) or maintenance easements to the Maintenance CFD, Developer or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.24
Title	Disclosure to Subsequent Purchasers Amendment #1 – Ord. #4324
Obligation	This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road and Blue Oaks Boulevard as truck routes. 2. Designation of Phillip Road, Hayden Parkway, Bob Doyle Drive and Market Street (on Placer Investors Property) as a temporary truck route until Phillip Road and Blue Oaks Boulevard are connected. 3. The existence of a Development Agreement on the Property. 4. The Project will be served by surface water supplies and, in emergency and drought conditions, by groundwater supplies. 5. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 6. Requirement to implement water conservation measures. 7. Public utility easements may be used to construct 60kV overhead electric lines along the west side of Fiddymment Road and on the north side of Blue Oaks Boulevard. 8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 9. Requirement for fifty percent (50%) reduction in construction waste stream. 10. Location of the Pleasant Grove WWTP and associated facilities. 11. Location of the proposed Roseville Energy Park. 12. Location of Regional Soccer Complex. 13. Location of schools and parks within one mile. 14. Location of proposed off-leash dog park on Parcel F-54. 15. Parcels adjacent to Open Space may have a public bike trail adjacent to

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

	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 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 Section 2.3 of this Agreement), City and Developer shall, prior to Developer recording the first final map in Phase 3 and the last final map in Phase 3, review the total amount of Building Permit Fees paid to date. In the event that Developer has or is projected to under-build the number of units in the WRSP, City may adjust Building Permit Fees upward to account for the underutilization of entitled dwelling units.
Department	Building and Engineering Division and Alternative Transportation
Status	Ongoing obligation
Section	3.27

**West Roseville Specific Plan - Fiddymment Land Venture, LLC
Development Agreement Implementation Matrix**

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 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

2024 Development Agreement Review WRSP – Fiddymont Land Venture, LLC

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Owner Name: 1600 Placer Investors, L.P.
1420 Rocky Ridge, Ste 265
Roseville, CA 95661

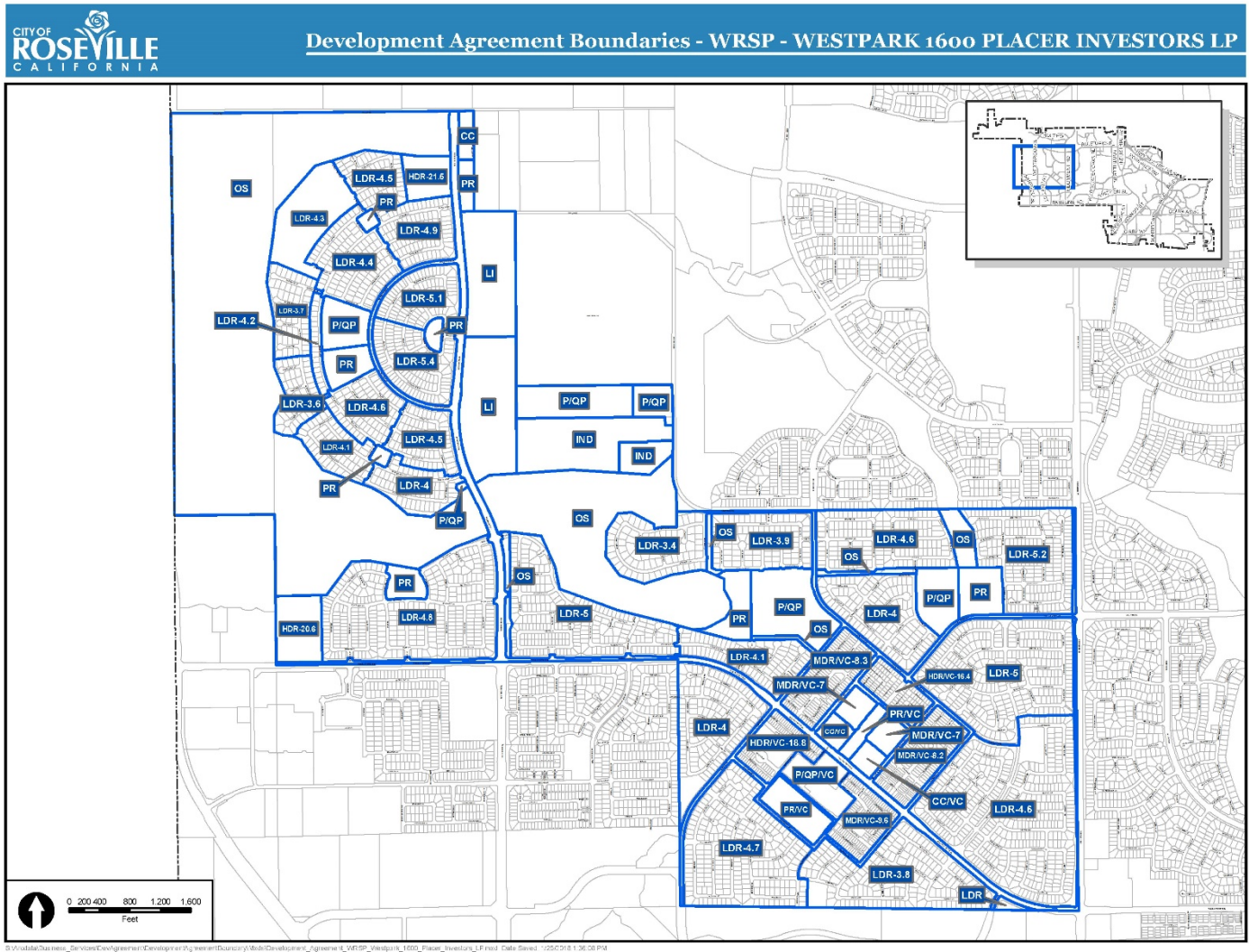
Westpark Associates
1420 Rocky Ridge, Ste 265
Roseville, CA 95661

Current Agreement: Development Agreement by and between the City of Roseville and 1600 Placer Investors, L.P. to the West Roseville Specific Plan.

<u>Name/Landowner</u>	<u>Effective Date</u>	<u>Term</u>	<u>Ordinance Number</u>
1600 Placer Investors, L.P.	March 24, 2004	20 years	4049
Amendments:			
	#1 – April 14, 2006		4364
	#2 – April 17, 2009		4723
	#3 – Feb. 4, 2011		4910
	#4 – Aug. 16, 2013		5210
	#5 – Sept. 6, 2013		5217
	#6 – Jan. 16, 2015		5441
	#7 - Jun. 3, 2017		5680
	#8 – Nov. 19, 2017		5871
	#9 – Apr. 7, 2021		6342

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

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



**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

Development Agreement Obligations <u>Complete</u> as of December 2023																					
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	Obligation complete. Annexation application approved by LAFCO on July 14, 2004.																				
Section	2.6.1																				
Title	Affordable Purchase Residential Units Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 – Section Deleted																				
Obligation	Developer agrees that 85 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows: <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr><tr><td>PCL W-16</td><td>150</td><td>42</td></tr><tr><td>PCL W-19</td><td>155</td><td>43</td></tr><tr><td>Total</td><td></td><td>85</td></tr></table> Developer agrees that 85 units will be reserved on the Property as detached and/or attached single- family residential units affordable to middle-income purchasers within Parcel W-19 in Phase 4. Such units shall be distributed throughout the parcel. Developer agrees that 59 units will be reserved on the Property as detached and/ or attached single- family residential units affordable to middle-income purchasers as follows: <table><tr><th>Parcel</th><th>Total Units in Parcel</th><th>Middle Income Purchase Units</th></tr><tr><td>PCL W-19</td><td>252</td><td>59</td></tr></table> Such units shall be distributed throughout the parcel.			Parcel	Total Units in Parcel	Middle Income Purchase Units	PCL W-16	150	42	PCL W-19	155	43	Total		85	Parcel	Total Units in Parcel	Middle Income Purchase Units	PCL W-19	252	59
Parcel	Total Units in Parcel	Middle Income Purchase Units																			
PCL W-16	150	42																			
PCL W-19	155	43																			
Total		85																			
Parcel	Total Units in Parcel	Middle Income Purchase Units																			
PCL W-19	252	59																			
Department	Housing Department																				
Status	Section deleted																				
Section	2.6.1.1																				
Title	Required Agreement																				
Obligation	Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement for such residential purchase units affordable to middle-income households. Specific requirements of the agreement will be determined by the Economic and Community Services Director.																				
Department	Housing Department and Engineering Division																				

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

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

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	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 Fiddymment shall be responsible for the cost of preparation of any required Operations & Management Plan ("O&M Plan") required for the 404 Permit. Further, Developer and Fiddymment shall be responsible for the cost of the City's preparation, pursuant to the August 18, 2000 MOU between the City and the United States Fish and Wildlife Service, an overarching management plan to maintain consistent management strategies among the City's preserves and preserve areas created by the Project.
Department	Development and Operations Department/ Environmental Coordinator
Status	Obligation complete
Section	3.5.2.1
Title	Pleasant Grove Boulevard through Village Center
Obligation	In Phase 2, Developer shall construct Pleasant Grove Boulevard through the Village Center consistent with the street sections and standards illustrated and described in the Specific Plan and consistent with the timing outlined in the Phasing Plan.
Department	Engineering Division
Status	Obligation complete
Section	3.5.3
Title	Collector Streets
Obligation	To provide access to the Property, Developer shall construct curb, gutter, pavement, streetlights, utilities, entry medians and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets in Exhibit "H" located within the Property. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore; in particular, based on the final design for such

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	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 Fiddymment Land Venture, LLC and/or Signature Properties, pursuant to an amendment to that certain development agreement, between the City of Roseville and Fiddymment Land Venture, LLC, recorded in the Official Records of Placer County as Instrument No. 2004-0080708. Developer shall have no further obligations to fund or construct any other portions of the City's traffic signal interconnect project.
Department	Public Works Department
Status	Obligation complete. Interconnect Improvements Complete. Funding obligation met.
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.

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

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	Obligation complete.
Section	3.5.19
Title	Pleasant Grove At-Grade Crossing in Village Center
Obligation	In Phase 2, Developer shall construct an enhanced at-grade pedestrian crossing of Pleasant Grove Boulevard within the Village Center. Construction of the at-grade crossing shall be consistent with the design of the crossing described and depicted in the Phasing Plan, Specific Plan and Design Guidelines.
Department	Engineering Division
Status	Obligation complete
Section	3.5.22
Title	Fiddymment Road Widening
Obligation	Developer and Fiddymment shall be jointly and severally responsible to widen Fiddymment Road to City standards as a four- lane road, from Pleasant Grove Boulevard to Baseline Road, with construction commencing not later than expiration of fiscal year 2009-2010, subject to completion of all environmental review requirements, and provided that City has not then received any application for development of the property adjacent to the west of existing Fiddymment Road, and provided further that such widening has not otherwise been completed or undertaken by that date. City and Developer acknowledge that the agreement to widen Fiddymment Road is the result of negotiation between the parties and is not required as a result of impacts of the development of the Property.
Department	Public Works Department
Status	Obligation complete
Section	3.6.5
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	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

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	review by City if required, City shall allow Developer at no cost the right to construct recycled water tanks, off-site Phillip Road and off-site Blue Oaks Boulevard improvements on City property, as required for the Project. If additional property in excess of the 15 acres is necessary for said improvements, Developer shall pay to City the then current fair market value for the additional property.
Department	Environmental Utilities Department
Status	Obligation complete
Section	3.7.1
Title	Contract with San Juan Water District
Obligation	City has acquired rights to 3,200 acre feet of potable water annually from San Juan Water District for purposes of augmenting City water supplies. Developer and Fiddymment shall be jointly and severally responsible to reimburse to City the one-time up-front payment from City to San Juan Water District in the sum of \$1,340,000 within 30 days after the expiration of all appeal periods and tolling periods pursuant to Section 1.3.4 of this Agreement applicable to City's approval of the Entitlements and annexation of the Property into City by LAFCO. City and Developer agree that Developer's payment to City as required pursuant to this Section 3.7.1 Shall be reimbursed from the first phase of CFD bonds issued for the Project.
Department	Environmental Utilities Department
Status	Obligation complete
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
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	3.8.10
Title	Coordination with Construction by PCWA
Obligation	PCWA has expressed interest in coordinating with City and Developer on the future construction of water facilities by PCWA or others of water conveyance facilities (including, but not limited to, a large diameter water line) within the Fiddymment Road right-of-way. In order to facilitate such cooperation with PCWA, Developer shall, prior to the commencement of improvement plan design to Fiddymment Road, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination with PCWA can be accomplished without cost and/or delay

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	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	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	Obligation complete. Easement granted for sanitary sewer pipeline 03/15/2005
Section	3.9.3
Title	Recycled Water Engineering Report
Obligation	Jointly with Fiddymment, 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

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	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
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 (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
Status	Obligation complete
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 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;

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	3. A 1.21 net acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel W-50c; 4. A 1.23 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50d; 5. A 3.11 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50e; 6. A 4.74 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51; 7. A 7.99 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52; 8. A 8.98 acre, more or less, portion of the Property for the purpose of a public park in the Village Center , as shown as Parcel W-53; 9. A 3.71 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.
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	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-51 and 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	Obligation complete
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	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	3.12.4.3
Title	Timing of Village Green Park Construction Amendment #8 – Ord. #5871
	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

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Status	Obligation Complete
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 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	Obligation complete
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 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

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	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	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	Obligation complete - Agreement entered into
Section	3.14
Title	Fire Station Site

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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	Obligation complete - 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.
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	3.14.8
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	Obligation complete
Section	3.14.9
Title	Orthophotography of Site
Obligation	Developer agrees to participate with Fiddymment and pay its fair share of cost of orthophotography of the WRSP site for which City estimates the total cost for the WRSP site to be approximately \$26,760. Payment shall be due within ten (10) days after the first large lot map approval for the WRSP.
Department	IT Department and Engineering Division
Status	Obligation complete
Section	3.14.18
Title	Dedication and Frontage Improvement for Parcel W-30 Amendment #5 – Ord. #5217
Obligation	Developer shall dedicate Parcel W-30 to City after recordation of the first Large Lot Final Map for Phase 4 of the Property , subject to Developer's obligation, after dedication of Parcel W-30 to City, to construct Frontage Improvements for the Westbrook Boulevard side of Parcel W-30, as defined in Section 3.5.1 of the Agreement.
Department	Engineering Division
Status	Obligation complete
Section	3.14.18
Title	Community Benefit Fee #2 Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 - Deleted

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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
Title	3.14.19
Section	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	Obligation complete
Section	3.25
Title	Sun City Homeowners Association Certifications
Obligation	Prior to issuance of the first building permit in the WRSP, Developer and Fiddymment shall deposit with City the sum of \$150,000 for use by the Sun City Homeowners Association (HOA) as hereafter provided. The purpose for the funds is to pay for specific improvement projects that may be requested by the HOA and which relate to Sun City and the development of the WRSP. Projects may include, but are not limited to, landscape improvements, sound walls, or traffic improvements to Del Webb Boulevard. Any roadway improvements or traffic control devices proposed by the HOA would be subject to City's review, approval and determination that the proposed improvements are warranted, based on then current City and State of California standards, and that the proposed improvements would not cause or exacerbate safety issues.
Department	Engineering Division
Status	Obligation complete

Development Agreement Obligations Not Complete as of December 2023

Section	2.1
Title	Permitted Uses
Obligation	The permitted uses of the Property, the density and intensity of use, the maximum

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	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 Amendment #9 – Ord. #6342
Obligation	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 Low Density Residential: 2,662 units on 595.9 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: 420 units on 20.1 net acres Community Commercial: 3.6 net acres General Industrial: 32.9 net acres Light Industrial: 55.2 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 <u>Village Center</u> High Density Residential: 386 units on 21.8 net acres

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	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
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, after the transfer of its obligation for 162 affordable rental units in Parcel W-16 to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan, provide 300 units affordable to very low and low income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be roughly 55% for very low and roughly 45% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division. The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51 % to 80% of median income. Median income and allowable assets shall be determined in accordance With the General Plan Housing Element, the Specific Plan, and City policy.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.1.5
Title	In-Lieu Fee – Affordable Housing
Obligation	In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to moderate, low or very low income households, Developer shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.
Department	Housing Department
Status	Ongoing obligation
Section	2.6.2.1
Title	Multi Family Affordable Rental Units – Affordable Obligation Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #7 – Ord. #5680
Obligation	Developer agrees that 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

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	to low income households as follows:				
	Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
	PCL W-25 (senior)	232	150	75	75
	PCL W-16	250	0	0	0
	PCL W-27	170	150	89	61
	Total	652	300	164	136
	¹ The 139 low-income affordable rental housing unit obligation and the 23 very low income affordable rental unit obligation allocated to Parcel W-16 have been transferred to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan as provided for in this Agreement and the Westbrook Development Agreement, as amended.				
Department	Housing Department				
Status	Parcel W-25 obligation is complete. W-27 is still an ongoing obligation				
Section	2.6.2.4				
Title	Facilities Districts				
Obligation	The Economic and Community Services Director shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to an Affordable Housing Development Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Development Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, set the applicable special tax for each such Parcel by using 50% of the number of low and very low-income income affordable rental units within each such Parcel to determine the number of units assessed for special tax purposes for each such Parcel.				
Department	Housing and Finance Department				
Status	Ongoing City obligation				
Section	2.6.4				
Title	Masonry Wall Installation Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910				
Obligation	Developer, at its expense shall install a six foot (6') masonry wall along the 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				

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	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 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"

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	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

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	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

**West Roseville Specific Plan – Westpark (Placer Investors)
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Obligation	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 Fiddymment 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	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 Fiddymment 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 Fiddymment 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.

West Roseville Specific Plan – Westpark (Placer Investors) Development Agreement Implementation Matrix

	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.
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**West Roseville Specific Plan – Westpark (Placer Investors)
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	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 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 Fiddymment 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 Fiddymment property. (Cost allocation: 100% Fiddymment). • Segment 2: Westerly property line of the Fiddymment property to the east side of the Blue Oaks Boulevard/ Westpark Drive intersection. (Cost allocation: 100% City 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% Fiddymment). • 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

**West Roseville Specific Plan – Westpark (Placer Investors)
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	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 Fiddymment's allocated costs for Segments 3 and 4 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.3., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Fiddymment to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein. The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100 foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes: • The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern 1h section of the road including slopes. • 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.
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	• The cost of curb and gutter plus 18' of pavement, joint trench, striping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd. from the westerly boundary of the Fiddymont property to the Westpark Dr. intersection would be included in the CIP program. • The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydro science, dated May 9, 2011utilizing the figures in Scenario 1in Tables 4 and 6 of the report. • The WRSP portion of the 24-inch recycled water line. City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). City agrees that the inclusion of the costs of Segment 4 in the Blue Oaks Boulevard Off-Site Road Fee shall fully satisfy Parcel W-60's frontage obligations for Blue Oaks Boulevard, except for Frontage Improvements such as turn lanes, driveways, sidewalks, transition lanes and landscaping, which frontage improvements shall remain the responsibility of the developer of Parcel W-60. The cost of non-frontage lanes of Blue Oaks Boulevard adjacent to Parcel W-60 shall be reimbursed to the constructing party from the City's TMF Fund within thirty (30) days of invoice from the constructing party.
Department	Engineering Division and Public Works Department
Status	Ongoing obligation
Section	3.5.3.4
Title	Westside Drive Amendment #2 – Ord. #4723 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	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 3.5.1of 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.

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	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

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	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 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

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	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 Fiddymment, 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	Ongoing obligation
Section	3.5.15
Title	Watt Avenue Extension and Improvement Fee

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Obligation	Developer consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city- wide funding mechanism for the extension and improvement of Watt Avenue at such time as a Watt Avenue extension or improvement and associated funding mechanism may be approved.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.17
Title	City-County Fee
Obligation	Developer acknowledges that City and Placer County are considering adoption of a funding mechanism for improving certain roads in the vicinity of the WRSP, including Baseline Road, Walerga Road and Fiddymont Road. Developer consents and agrees that the Property shall participate, to the extent of its fair share, in a city-wide funding mechanism for such road improvement.
Department	Engineering Division
Status	Ongoing obligation
Section	3.5.18
Title	Park and Ride Lots Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217
Obligation	Twenty-five (25) 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	In consideration of amendments to the WRSP for Phases 3 and 4 of the Property that

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	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: <table><tr><td>W-30</td><td>Community Commercial</td><td>3.0 net acres</td></tr><tr><td>W-50e</td><td>Park</td><td>3.1 net acres</td></tr></table> Developer' s dedication of Parcel W-30 to City, and the City's re-designation and rezoning of a portion APNs 017101-018 and 017-101- 019, will result in the City owning a 13.7± acre Community Commercial parcel at the corner of Blue Oaks Boulevard and Westbrook Boulevard, compared to the 5.7± acres Community Commercial property owned by City prior to this Fifth Amendment. In acknowledgement of such significant benefit to City from this additional land dedication by Developer, and as set forth in Section 3.12.1below, City shall count the 5.1± acre City-owned portion of APN 017-101-017 designated for park use toward Developer's neighborhood park acreage dedication requirement in Developer's portion of the WRSP.	W-30	Community Commercial	3.0 net acres	W-50e	Park	3.1 net acres
W-30	Community Commercial	3.0 net acres					
W-50e	Park	3.1 net acres					
Department	Parks Department and Economic Development Department						
Status	Ongoing obligation						
Section	3.5.25						
Title	Development Rights Easement Amendment #5 – Ord. #5217						
Obligation	Subject to the provisions of the First Amendment to Purchase and Sale Agreement With Escrow Instructions by and between City and Developer and approved by the City Council at a public meeting together with this Fifth Amendment, at the time of recordation of the first small lot residential subdivision map in Phase 4 of the Property, but in no case later than December 31 2014, Developer agrees to pay to City a reimbursement of \$126,500.00 for removal of 14.32 acres from the 1,000 foot non-residential Pleasant Grove Wastewater Development Rights Easement. If the reimbursement payment provided for in this Section 3.5.25 is not timely paid to City,						

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	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

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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	3.6.6
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	A. Developer shall dedicate to City Parcel W-77 in Phase 4 and shall construct a

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	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 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

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	building permit in Phase 3 or Phase 4, as the case may be. Such water conservation measures shall include compliance with the WELO, and shall include, but are not limited to, Smart Timers, re- circulating hot water systems, and turf limitations. Such water conservation measures shall be disclosed to each purchaser of real property within the Property. Modifications to the Phase 3 Water Conservation Plan or the Phase 4 Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement. Water conserved by Developer in Phase 3 of the Property pursuant to measures implemented under the Phase 3 Water Conservation Plan, including measures specified in this Section 3.7.6, and as verified by the City through its review of achievement of water conservation goals, shall be allocated by City for use by Developer in Phase 3 of the Property owned by Developer in the WRSP.
Department	Environmental Utilities Department
Status	Ongoing obligation
Section	3.7.7
Title	Instant Hot Water Feature
Obligation	Every residential unit within the Project, shall include a recirculating hot water system or similar technology to provide instantaneous hot water at each hot water faucet.
Department	Environmental Utilities Department
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 and Phase 4 of the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of Phase 3 and Phase 4 of the Property. The demand for water at build-out of Phase 3 and Phase 4 of the Property was determined by reference to the City's current information on water usage for the various land uses included and permitted within the City and the proposed land uses within Phase 3 and Phase 4 of the Property and by reference to the Developer's Phase 3 Water Conservation Plan and Phase 4 Water Conservation Plan which includes a reduction in water use by 18.4% over current use characteristics for Phase 3 and a reduction in water use by 13.7% over current use characteristics in Phase 4. The sources for water evaluated for the Project (including Phase 3 and Phase 4 of the Property) are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including Phase 3 and Phase 4 of the Property) are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions used within Phase 3 and Phase 4 of the Property and used within the Phase 3 Water Conservation Plan and Phase 4 Water Conservation Plan as described in Section 3.7.6. Validation of water supplies for the Project is described within Section 5.3 below. At the time after the completion of 50% of the dwelling units in Phase 3 of the Property, or, for Phase 4, after the completion of 50% of the dwelling units in Phase 4 of the Property, and then no more frequently than annually thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2

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	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	3.8.2
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	Obligation ongoing

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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.

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	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	3.9
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

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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

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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 Fiddymont Road, north and south side of Blue Oaks Boulevard, and the east side of West Side Drive and south side of Pleasant Grove Boulevard to construct 60kV overhead electric lines.
Department	Electric Department
Status	Ongoing obligation
Section	3.11.4
Title	Streetlights
Obligation	Concurrent with the construction of the adjacent roadways, Developer agrees to

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	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	3.12.3
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

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	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 Fiddymment. Upon the issuance of the first residential building permit on either Parcel W-28 or Parcel W-29, Developer shall pay in a lump sum payment the total City-Wide Park Fee of \$2,387 per single-family residential unit for all the single-family residential units to be built in Parcels W-28 and W-29, subject to annual adjustment, on July 1, based on the percentage change in the CCI.
Department	Parks Department and Building Department
Status	Ongoing obligation
Section	3.12.4.2
Title	City-Wide park Fee for Village Center Community Commercial PCL W-32 Amendment #8 – Ord. #5871
Obligation	For the community care facility built on Village Center Community Commercial Parcel W-32, Developer shall pay Citywide Park Fees at the then prevailing \$2,387 City-Wide Park Fee amount for each of the assisted living units built on Parcel W-32, excluding units designated for memory care residents, to be paid to City in a lump sum payment upon issuance of the first building permit for the community care facility built on Parcel W-32, subject to annual adjustment, on July 1, based on the percentage change in the CCI. At the time of approval of this Eighth Amendment, 27

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	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	3.12.5
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	3.12.6
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 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	3.12.8
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

**West Roseville Specific Plan – Westpark (Placer Investors)
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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

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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	3.14.10
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

**West Roseville Specific Plan – Westpark (Placer Investors)
Development Agreement Implementation Matrix**

	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 fee shall be paid upon issuance of each building permit, in the amount of one hundred dollars (\$100) per dwelling unit equivalent. For purposes of this section, the total dwelling unit equivalents shall be consistent with the calculation for traffic impact fees (and not the same as for public facilities impacts).
Department	Building Division
Status	Ongoing obligation
Section	3.14.14
Title	Transit Shuttle Service Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$52.50 per dwelling unit equivalent, inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI).
Department	Building Division and Alternative Transportation
Status	Ongoing Obligation
Section	3.14.15
Title	South Placer Animal Control Shelter Fee Amendment #1 – Ord. #4364
Obligation	Developer shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. The fee shall be paid upon

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	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	3.16
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.

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	<u>3.18.1.2</u> Concurrent with any formation of a CFD, Developer and City shall enter into a shortfall agreement, in form and substance acceptable to City, whereby Developer shall covenant to finance its fair share of the costs of the CFD Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements. <u>3.18.1.3</u> Nothing herein shall be construed to limit Developer's option to install the public improvements through the use of traditional assessment districts or private financing.
Department	Finance
Status	Ongoing obligation
Section	3.18.2
Title	Effect of CFD Financing on Credits and Reimbursements
Obligation	Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Developer for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds.
Department	Finance Department
Status	Ongoing obligation
Section	3.18.3
Title	Pay-As-You-Go Funding for Infrastructure in Phases 3 and 4 Amendment #3 – Ord. #4910
Obligation	The bond proceeds from the Project CFD are insufficient to fund public improvements and facilities necessary for development of Phases 3 and 4, as well as development of properties outside of the Specific Plan area that require such public improvements and facilities. Developer is required to construct the necessary public improvements and facilities identified in Exhibit "II" as well as the public improvements provided for in the formation documents for the Westpark CFD #1 as 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

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	to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's subdivision ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director. All wet utilities to be installed by Developer will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Developer shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.
Department	Development Services and Environmental Utilities Departments
Status	Ongoing obligation
Section	3.20
Title	Community Facilities District - Maintenance
Obligation	<u>3.20.1 Formation.</u> <u>3.20.1.1 Consent.</u> Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Maintenance CFD has been formed to include the Property ("Maintenance CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. For purposes of Article XIID of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Maintenance CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Maintenance CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing mechanism. <u>3.20.1.2 Zones of Benefit.</u> The Maintenance CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.
Department	Finance Department
Status	District formed – Ongoing obligation
Section	3.20.2
Title	Obligations
Obligation	The Maintenance CFD shall provide the funds required for the performance of the following maintenance, monitoring and reporting obligations: 3.20.2.1 Autumn leaf cleanup for collector and local streets; 3.20.2.2 Maintain neighborhood parks; 3.20.2.3 Maintain paseos, medians and landscape corridors along roadways within the Project and including the median on Fiddymment Road from Pleasant Grove Boulevard to Blue Oaks Boulevard and the median on Blue Oaks Boulevard from Fiddymment Road to the eastern boundary of the Project;

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	3.20.2.4 Maintain bikeways located in Open Space Preserves outside of parks and paseos; 3.20.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping; 3.20.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR; 3.20.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plan. The City may, at its election, create a non-profit foundation, or contract with an existing conservancy or similar organization, to oversee perpetual maintenance, monitoring, reporting and adaptive management requirements of and for Open Space Preserve Areas; 3.20.2.8 Maintain Village Center landscaping including round-a- bouts and landscape strips located within the public right-of-way; 3.20.2.9 Maintain all water quality structural controls and drainage swales constructed between storm drain outfalls and receiving waters; 3.20.2.10 Maintain flood control facilities including detention basins; 3.20.2.11 Maintain open space areas including general maintenance, signage maintenance, and trash and debris collection; 3.20.2.12 Maintain fire breaks within open space areas; 3.20.2.13 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including trellis and shed structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and 3.20.2.14 Maintain bus shelters, bus stops and bus signs.
Department	Finance Department
Status	District formed-ongoing maintenance obligation funded by District's levy
Section	3.20.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Maintenance CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Maintenance CFD.
Department	Finance Department
Status	Ongoing City Obligation
Section	3.21
Title	Community Facilities District – Services
Obligation	<u>3.21.1 Formation.</u> <u>3.21.1.1 Consent.</u> Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Services CFD has been formed to include the Property ("Services CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for

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	services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.21.2. For the purposes of Article 130 of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the assessment shall be \$285 per dwelling unit equivalent. <u>3.21.1.2 Zones of Benefit.</u> The Services CFD may be divided as necessary into zones of benefit among which the amount of assessment may vary.
Department	Finance Department
Status	District formed - Ongoing obligation of District's levy to provide funding
Section	3.21.2
Title	Obligations
Obligation	The Services CFD shall provide the funds required to offset the WRSP's impact on City general fund resources available to pay for municipal services citywide, including the WRSP. The funds shall be utilized for general fund purposes. A portion of the funds, in the annual amount of \$13.35 per dwelling unit equivalent , shall be allocated and utilized as an ongoing transit subsidy.
Department	Finance Department
Status	Ongoing obligation of CFD
Section	3.21.3
Title	Public Parcel Exclusion
Obligation	Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Services CFD.
Department	Finance Department
Status	Ongoing City Obligation
Section	3.22
Title	Community Facilities District – Stormwater Management
Obligation	<u>3.22.1 Formation.</u> <u>3.22.1.1 Consent.</u> Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Stormwater Management CFD has been formed to include the Property (Stormwater Management CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for Stormwater Management purposes and consents hereby to the levy of such special taxes as are necessary to fund the obligations described in Section 3.22.2. For purposes of Article 130 of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Stormwater Management CFD will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The initial amount of the annual assessment shall be \$18 per dwelling unit. <u>3.22.1.2 Zones of Benefit.</u> The Stormwater Management CFD may be divided as

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	necessary into zones of benefit and among which the amount of assessment may vary. <u>3.22.2 Obligations.</u> The Stormwater Management CFD shall provide the funds required for conducting, managing and financing the WRSP's portion of the City's Stormwater Management Program as required by the EIR for- mitigation. <u>3.22.3 Public Parcel Exclusion.</u> Developer expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Stormwater Management CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Stormwater Management CFD.
Department	Finance Department
Status	Ongoing obligation of the District, budgeted in the maintenance CFD, which is formed already.
Section	3.23
Title	Encroachment Permits, Landscape Maintenance Easements
Obligation	Developer and City agree to grant encroachment permit(s) or maintenance easements to the Maintenance CFD, Developer or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.
Department	Finance Department
Status	Ongoing obligation
Section	3.24
Title	Disclosures to Subsequent Purchasers Amendment #1 – Ord. #4364 Amendment #3 – Ord. #4910 Amendment #5 – Ord. #5217 Amendment #8 – Ord. #5871
Obligation	This Agreement shall constitute notice to all successors to Developer hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters: 1. Designation of Fiddymment Road, West Side Drive and Blue Oaks Boulevard as truck routes. 2. Designation of Phillip Road, Hayden Parkway (on Fiddymment Property), Bob Doyle Drive and Village Green Drive as temporary truck routes until Phillip Road and Blue Oaks Boulevard are connected. 3. The existence of a Development Agreement on the Property. 4. The Project will be served by surface water supplies and in emergency/drought conditions, may also be served by groundwater supplies. 5. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses. 6. Requirement to implement water conservation measures. 7. Public utility easements may be used to construct 60kV overhead power lines on

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	the west side of Fiddymment Road, along Blue Oaks Boulevard, on the east side of West Side Drive and south side of Pleasant Grove Boulevard. 8. 60kV overhead power line easement on W-60, W-61, W-62, W-83, W-15, W-87 and potentially on W-11, W-12, W-25, W-72, W-24 and W-8. 9. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park. 10. Requirement for fifty percent (50%) reduction in construction waste stream. 11. Location of the Pleasant Grove WWTP and associated facilities. 12. Location of the proposed Roseville Energy Park. 13. Location of Regional Soccer Complex. 14. Location of schools and parks within one mile. 15. Location of proposed off-leash dog park on Parcel W-53. 16. A 15-foot easement, in addition to residential setback requirements, for all Low Density Residential and Medium Density Residential lots adjacent to West Side Drive to achieve a 50-foot separation/buffer from back of curb on West Side Drive (a planned six-lane arterial). 17. A disclosure on Parcel W-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. Requirement to implement water conservation measures per the Phase 4 Water Conservation Plan, which include such measures as Smart Timers.
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	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

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	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 #:

File #:

Title: Consent Calendar

Contact:

Meeting Date: 11/20/2024

Item #:



COUNCIL COMMUNICATION

CC #: 3642

File #: 0206-03-01

Title: Creekview Community Facilities District No. 1 - Improvement Area No. 2 - Series 2024 Bond Issuance

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
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Meeting Date: 11/20/2024

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), Improvement Area No. 2; approving and directing the execution of a fiscal agent agreement and a bond purchase agreement; approving the form of the preliminary official statement; approving sale of such bonds; and approving other related documents and actions. The attached resolution authorizes the execution and delivery of the following documents and actions:

- Supplement to Fiscal Agent Agreement
- Bond Purchase Agreement
- Preliminary Official Statement

BACKGROUND

Creekview Community Facility District (CFD) No. 1 (Public Facilities) ("District") was formed November 6, 2019 with Resolution 19-456. The maximum authorized indebtedness for the District is allocated as follows: (i) Improvement Area No. 1: \$81,000,000 and (ii) for the portion of the Future Annexation Area established for the District, an amount not to exceed \$137,000,000.

On July 6, 2022, Improvement Area No. 2 was annexed into the District with an authorized amount not to exceed \$111,000,000. The 2024 Bonds are being issued at the developer's request to: (i) construct and/or acquire certain authorized public facilities; (ii) provide for a deposit to a debt service reserve account for the 2024 Bonds; and (iii) pay capitalized interest on the 2024 Bonds. This is the second series of bonds to be issued for Improvement Area No. 2. The Series 2024 Bond proceeds are not to exceed \$17,000,000.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, district administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 5.021%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$540,050; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$11,738,002; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$28,866,063.

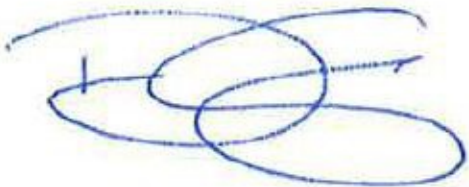
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:**Description**

Resolution 24-391

Preliminary Official Statement

Supplement to Fiscal Agent Agreement

Bond Purchase Agreement

RESOLUTION NO. 24-391

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 2 OF THE CITY OF ROSEVILLE CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND A BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Creekview Community Facilities District No. 1 (Public Facilities) (the "District") and establish the Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area) (the "Future Annexation Area"), and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, this Council has also authorized land to be annexed to the District from the Future Annexation Area by unanimous consent of the owner(s) of land proposed to be annexed, and pursuant to a Unanimous Consent, Waiver and Vote of Sole Landowner, dated July 6, 2022 land designated as Improvement Area No. 2 of the District ("Improvement Area No. 2") was annexed to the District and bonded indebtedness for Improvement Area No. 2 was authorized in the amount not to exceed \$111,000,000 (the "Authorization"); and

WHEREAS, on July 26, 2023 the City issued on behalf of Improvement Area No. 2 its \$14,300,000 original principal amount of Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2023 (the "2023 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2023 Bonds constituted the first series of bonds issued pursuant to the Authorization; and

WHEREAS, City now desires to issue a second series of the special tax bonds for Improvement Area No. 2 pursuant to the Authorization, as described in more detail herein (the "Bonds"); and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 2 to Fiscal Agent Agreement (the "Supplemental Agreement"), which will supplement and amend the Fiscal Agent Agreement, dated as of July 1, 2023 (as so supplemented, the "Fiscal Agent Agreement"), between the City and U.S. Bank Trust Company, National Association, as fiscal agent, providing for the issuance of the Bonds of the City for Improvement Area No. 2 of the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Sandler & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has

reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds, secured on parity with the 2023 Bonds, for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2024" in an aggregate principal amount not to exceed \$17,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within Improvement Area No. 2 of the District subject to the special tax to pay debt service on the Bonds and the 2023 Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding bonds plus the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area No. 2 of the District.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Assistant City Manager/Chief Financial Officer, and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement and the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding

delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. Approval of Official Statement and Continuing Disclosure Certificate. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

7. Approval of Bond Purchase Agreement. The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$17,000,000, the true interest cost of the Bonds shall not exceed 6.5%, and the Underwriter's discount shall not exceed 1.5% of the par amount of the Bonds. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, including any acquisition agreement or amendment to acquisition agreement related to the Bonds, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2024, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2024

NEW ISSUE–FULL BOOK ENTRY

NOT RATED

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2024 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$ _____
*
CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024

Dated: Date of Delivery

Due: September 1, as shown on inside cover

The bonds captioned above (the "2024 Bonds"), are being issued by the City of Roseville (the "City") by and through Improvement Area No. 2 ("Improvement Area No. 2") of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "District"). The 2024 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of July 1, 2023, as supplemented and amended by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2024 (together, the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). The 2024 Bonds are being issued to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2024 Bonds, (iii) pay capitalized interest on the 2024 Bonds through and including September 1, 2025 and (iv) pay costs of issuance of the 2024 Bonds. Interest on the 2024 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2025. The 2024 Bonds represent the second series of special tax bonds issued for Improvement Area No. 2. See "THE BONDS – Authority for Issuance."

The 2024 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2024 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (derived from the levy of Facilities Special Taxes, both as defined herein) to be levied by the City on real property within Improvement Area No. 2, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area No. 2. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2024 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2024 Bonds from proceeds of the 2024 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in Improvement Area No. 2 and subject to the Special Tax is under development into 561 taxable residential units, which represents "phase 3" and "phase 4" of the "Winding Creek" development ongoing within the Creekview Specific Plan, located in the northwest portion of the City. The master developer of the project, Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the "Master Developer") has sold [all of the 561 taxable lots] to various merchant builders, as described herein. Homebuilding by the merchant builders is underway in both phase 3 and phase 4. See "IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT," "THE MASTER DEVELOPER," and "MERCHANT BUILDER INFORMATION."

The 2024 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2024 BONDS. THE 2024 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2024 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2024 Bonds.

The 2024 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel, Stradling, Yocca, Carlson & Rauth LLP, Newport Beach, California, as counsel to the Underwriter, and Holland & Knight LLP, San Francisco, California, as counsel to the Master Developer. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2024 Bonds will be available for delivery to DTC on or about _____, 2024.

[Piper Sandler logo]

The date of this Official Statement is _____, 2024.

* Preliminary; subject to change.

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
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\$ _____ % Term Bond Due September 1, 20____; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright (c) 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriter, the Municipal Advisor, or their agents or counsel take any responsibility for the accuracy of such numbers.

CITY OF ROSEVILLE, CALIFORNIA

City Council

Bruce Houdesheldt, *Mayor (District 3)*
Krista Bernasconi, *Vice Mayor (District 4)*
Scott Alvord*, *Councilmember (District 5)*
Tracy Mendonsa, *Councilmember (District 1)*
Pauline Roccucci, *Councilmember (District 2)*

City Staff

Dominick Casey, City Manager
Dennis Kauffman, Assistant City Manager/Chief Financial Officer
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Special Tax Consultant and Administrator

Willdan Financial Services
Temecula, California

Appraiser

Integra Realty Resources
Sacramento, California

Fiscal Agent

U.S. Bank Trust Company, National Association
San Francisco, California

* At the November 5, 2024 election, Karen Alvord was elected to replace Scott Alvord as Councilmember for District 5.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2024 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2024 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2024 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2024 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2024 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2024 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2024 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$ _____ *

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through Improvement Area No. 2 (“**Improvement Area No. 2**”) of the City or Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2024 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2024 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. With an estimated population as of January 1, 2024 of approximately 154,329, the City is the largest city in Placer County (the “**County**”). For economic and demographic information regarding the area in and around the City, see “APPENDIX C – The City of Roseville and Placer County.”

The District and Improvement Area No. 2. On October 2, 2019, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Intention to form the District, and designate Improvement Area No. 1 as an improvement area therein, under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), to levy a special tax (the “**Facilities Special Tax**,” also referred to herein as the “**Special Tax**”) and to incur bonded

* Preliminary; subject to change.

indebtedness for the purpose of financing certain authorized facilities. After conducting a noticed public hearing, on November 6, 2019, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District, designated Improvement Area No. 1 as an improvement area therein, and formed a future annexation area for the District (the “**Future Annexation Area**”). In July 2022, the Master Developer (defined below) annexed a portion of the land (comprising phase 3 and phase 4 of the development) within the Future Annexation Area into the District as Improvement Area No. 2, approved the levy of special taxes pursuant to the Rate and Method (defined below), and established a bonded indebtedness limit for Improvement Area No. 2 of \$111,000,000. A first series of bonds were issued for Improvement Area No. 2 in July 2023 in the principal amount of \$14,300,000 (the “**2023 Bonds**”).

The Development. Land in Improvement Area No. 2 represents a portion of the larger “Winding Creek” development ongoing within the Creekview Specific Plan, which is located in the northwest portion of the City. Home building and sales in Improvement Area No. 1, which represents “phase 1” and “phase 2” of the project, is well underway, with ___ of the 544 total planned single-family residential units having sold and closed to individual homeowners as of November 1, 2024.

Property currently in Improvement Area No. 2 and subject to the Special Tax is under development into 561 taxable residential units, which represents “phase 3” and “phase 4” of the “Winding Creek” development. The Master Developer (defined below) has sold [all of the 561 taxable lots] to various merchant builders, as described herein. Homebuilding by the merchant builders is underway in phase 3 and phase 4.

Phase 5 of the project (planned for an additional 285 single-family residential units) remains in the Future Annexation Area and will be the final phase to develop and is expected to annex into the District as a separate improvement area. *Only the land in Improvement Area No. 2 is and will be security for the 2024 Bonds.*

The Master Developer. The master developer of the project, Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), has sold [all of the 561 taxable lots] in Improvement Area No. 2 to merchant builders and home construction is underway, with some homes sold to individual buyers, as described herein. Land in Improvement Area No. 2 also includes 168 HDR units designated as affordable units as part of “phase 3” of the project, which are not subject to the Special Tax and provide no security for repayment of the 2024 Bonds. See “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT” and “THE MASTER DEVELOPER.”

The Merchant Builders. The following table summarizes ownership for parcels in Improvement Area No. 2 as of the September 20, 2024 date of value in the Appraisal.

Owner	Improved Single Family Lots	Homes Under Construction	Completed Homes	Partially Improved SFR Lots	Total
Individual Homeowners	--	--	132	--	132
DR Horton/Hearthstone Land Bank	8	13	17	74	112
Meritage	6	21	--	--	27
Woodside	51	34	--	--	85
Lennar/AG Land Bank	9	35	4	--	48
Master Developer	--	--	--	154	154
TOTAL	74	103	153	231	561

Subsequent to the date of value, the Master Developer sold the 231 remaining lots in “phase 4” of the project to various merchant builders. Of the planned 561 taxable lots in Improvement Area No. 2, [561 lots], comprising all of “Phase 3” and all of “Phase 4” of the project have been acquired by or for the following merchant builders (collectively, the “**Merchant Builders**”), with home construction underway and a number of homes completed, some of which are currently owned by individual homeowners:

- Lennar Homes of California, LLC, a California limited liability company (“**Lennar Homes**”) and AG EHC II (LEN) CA 2, L.P., the land bank, a Delaware limited partnership (“**AG Land Bank**”);
- Meritage Homes of California, Inc., a California corporation (“**Meritage**”);
- Woodside 05N, LP, a California limited partnership (“**Woodside**”);
- D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton**”) and Dragon-Roseville, L.P., a Delaware limited partnership (the “**Hearthstone Land Bank**”), the land bank for D.R. Horton;
- Beazer Homes Holdings, LLC, a Delaware limited liability company (“**Beazer Homes**”) and Brookfield Homes (Winding) LLC, a Delaware limited liability company (“**Brookfield Land Bank**”), the land bank for Beazer Homes; and
- Tri Pointe Homes Holdings, Inc., a Delaware corporation (“**Tri Pointe**”) and KL LB BUY 5 LLC, a Delaware limited liability company (“**Kennedy Lewis Land Bank**”), the land bank for Tri Pointe.

For additional details, see “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT” and “MERCHANT BUILDER INFORMATION.”

Authority for Issuance of the 2024 Bonds. The 2024 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on _____, 2024 (the “**Resolution of Issuance**”) and a Fiscal Agent Agreement dated as of July 1, 2023, as supplemented and amended by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2024 (together, the “**Fiscal Agent Agreement**”), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”). The 2024 Bonds are the second series of bonds issued for Improvement Area No. 2 and are secured on parity with the 2023 Bonds.

Bond Terms. The 2024 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2024 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2025. The 2024 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of 2024 Bonds. The 2024 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of 2024 Bonds will not receive physical certificates representing their interest in the 2024 Bonds. So long as the 2024 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co. and will not mean the ultimate purchasers of the 2024 Bonds. Payments of

the principal, premium, if any, and interest on the 2024 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2024 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the 2024 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain authorized infrastructure improvements (the "**Improvements**," as described herein) as part of the development being undertaken by the Master Developer. The Improvements consist generally of roadway, water, wastewater, drainage, and other infrastructure improvements necessary for development of property within the District, as well as park and open space improvements. Proceeds of the 2024 Bonds will also be deposited to a debt service reserve account for the 2024 Bonds, and to pay costs of issuance and to pay capitalized interest through and including September 1, 2025.

Security and Source of Payment. As security for the payment of the 2024 Bonds, a facilities special tax (herein the "**Special Tax**") applicable to each taxable parcel in Improvement Area No. 2. The 2023 Bonds, 2024 Bonds and any Additional Bonds that may be issued in the future pursuant to the terms of the Fiscal Agent Agreement (collectively, the "**Bonds**") are payable from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2024 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a debt service reserve account, all as more fully described herein.

Special Taxes will be levied and collected according to the facilities tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 2 (the "**Rate and Method**"). The Rate and Method is set forth in its entirety in APPENDIX A hereto. The Rate and Method includes a services special tax component which is not security for the 2024 Bonds. Pursuant to the Rate and Method, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the "Transition Year" (defined herein) or (ii) Fiscal Year 2086-87, and a "Maintenance Special Tax" will be levied and collected in perpetuity beginning in the Transition Year.

Only the "Facilities Special Tax" is pledged to the payment of the 2023 Bonds and 2024 Bond; the definition of "Special Taxes" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Rate and Method. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The Special Tax represents a lien on each parcel of land subject to the Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent parcel. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

2024 Reserve Account of the Reserve Fund. A debt service reserve fund has been established under the Fiscal Agent Agreement (the "**Reserve Fund**"), and within the Reserve

Fund, separate reserve accounts are being established for each series of Bonds. Accordingly, at the time of issuance of the 2024 Bonds, a reserve account will be established within the Reserve Fund for the benefit of the holders of the 2024 Bonds (the “**2024 Reserve Account**”). The 2024 Reserve Account is available solely for the payment of debt service on the 2024 Bonds and no other parity obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – 2024 Reserve Account of the Reserve Fund.”

Estimated Value of Taxable Property. Taxable property in Improvement Area No. 2 is security for the Special Tax that secures the Bonds. The City authorized the preparation of an appraisal report (the “**Appraisal**”) for certain real property within Improvement Area No. 2, which sets forth an aggregate value of taxable property currently in Improvement Area No. 2 of \$175,516,352, as of September 20, 2024. This composite value consists of an estimated market value of \$165,820,000 for the 542 taxable parcels that were appraised, plus \$9,696,352 of assessed valuation for the 19 taxable parcels having an improvement value on the Placer County property tax roll for Fiscal Year 2024-25. The appraised value assumes completion of the Improvements funded by the 2024 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – The Appraisal” and APPENDIX B.

The estimated value of taxable property in Improvement Area No. 2 (\$175,516,352) is 6.05* times the \$29,024,048* aggregate principal amount of the 2023 Bonds and 2024 Bonds, plus overlapping general obligation bond debt. This is based on the entirety of Improvement Area No. 2, the value to lien ratio for individual parcels will vary from the average. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Value to Special Tax Burden Ratios.”

Future Parity Bonds. The maximum authorized indebtedness for Improvement Area No. 2 is \$111,000,000, and the 2024 Bonds represent the second series of special tax bonds issued under this authorization, of which \$14,300,000 was utilized for issuance of the 2023 Bonds. The authorized indebtedness limit was established to additionally allow the City to utilize a portion of the available authorized amount for the funding of certain deferred impact fees owed to the City, as described below. No Additional Bonds are anticipated to be issued for the acquisition and/or construction of additional Improvements.

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District (including Improvement Area No. 2), the City agreed that payment of certain impact fees owed by the Master Developer and merchant builders will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2023 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2023 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Risks of Investment. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors that should be considered, in addition to the other

* Preliminary; subject to change.

matters set forth herein, in considering the investment quality of the 2024 Bonds. In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by the Merchant Builders in this Official Statement will be accomplished. See "SPECIAL RISK FACTORS."

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2024 Bonds. The 2024 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2024 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2024 Bonds is a general debt, liability or obligation of the City. The 2024 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2024 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2024 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there have been no changes to the City or the land in Improvement Area No. 2 since the date hereof. *Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.*

SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2024 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2024 Bonds	\$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to Bond Fund ⁽¹⁾	
Deposit to 2024 Reserve Account of the Reserve Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) To pay capitalized interest on the 2024 Bonds through and including September 1, 2025.

(2) Equal to the initial Reserve Requirement for the 2024 Bonds.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent and its counsel, printing costs, fees of the special tax consultant and administrator, Appraiser, and Municipal Advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2024 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

Description of the Bonds

Bond Terms. The 2024 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2024 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2024 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2025. The principal of the 2024 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the designated principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2024 Bonds; provided that so long as any 2024 Bonds are in book-entry form, payments with respect to such 2024 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2024 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2024 Bonds will not receive physical certificates representing their interest in the 2024 Bonds. So long as the 2024 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2024 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2024 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2024 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Calculation and Payment of Interest. Interest on the 2024 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2024 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the “**Record Date**”) preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2024 Bonds; provided that so long as any 2024 Bonds are in book-entry form, payments with respect to such 2024 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Each 2024 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2024 Bond, interest is in default thereon, such 2024 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2024 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2024 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2024 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2024 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2024 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2024 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2024 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, ____	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

* Preliminary; subject to change.

Prepayments and amounts released from the 2024 Reserve Account in connection with Prepayments will be allocated to the redemption of the 2024 Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2024 Bonds and shall be applied to redeem 2024 Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify that Prepayments be applied to one or more maturities of the 2024 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a certification of a Special Tax consultant or administrator that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Property in Improvement Area No. 2 is not less than 110% of Maximum Annual Debt Service.

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2024 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2024 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2024 Bonds Maturing September 1, 20__

Mandatory Redemption Date (<u>Sept. 1</u>)	Sinking Fund <u>Payment</u>
--	--------------------------------

(maturity)

Term 2024 Bonds Maturing September 1, 20__

Mandatory Redemption Date (<u>Sept. 1</u>)	Sinking Fund <u>Payment</u>
--	--------------------------------

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2024 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2024 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's

Certificate may provide, but in no event may 2024 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2024 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2024 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2024 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2024 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2024 Bond to be redeemed or will state that all 2024 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2024 Bonds of one or more maturities have been called for redemption, will state as to any 2024 Bond called in part the principal amount thereof to be redeemed, and will require that such 2024 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2024 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2024 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2024 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2024 Bonds of any maturity, the City will select the 2024 Bonds to be redeemed, from all 2024 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2024 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2024 Bond or 2024 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2024 Bond or 2024 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2024 Bonds so called for redemption are deposited in the Bond Fund, such 2024 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2024 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2024 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2024 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2024 Bond for

cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2024 Bond or 2024 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2024 Bond or 2024 Bonds, for a like aggregate principal amount of 2024 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any fees or expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2024 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2024 Bonds for redemption or (ii) with respect to a 2024 Bond after such 2024 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2023 Bonds, the 2024 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable Reserve Account within the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series, such that amounts in the 2024 Reserve Account are pledged to the 2024 Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in Improvement Area No. 2 will be levied and collected according to the tax amount determined by application of the Rate and Method administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in Improvement Area No. 2. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within Improvement Area No. 2, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City Council, as legislative body of the District, pursuant to the Act in an amount determined according to the Rate and Method. See “– Special Tax Methodology” below and APPENDIX A.

The amount of Special Taxes that the City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area No. 2, which is set forth in the Rate and Method. Under the Rate and Method, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Annual Facilities Costs (as defined in the Rate and Method and described below) among the taxable parcels of real property within

Improvement Area No. 2 according to the rate and methodology set forth in the Rate and Method. See “– Special Tax Methodology” below. See also “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Rate and Method, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Rate and Method, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year (defined herein) or (ii) Fiscal Year 2086-87, and a “Maintenance Special Tax” will be levied and collected in perpetuity beginning in the Transition Year. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of Special Taxes used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Rate and Method. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Rate and Method.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;
- (ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;
- (iii) Administrative Expenses for such Fiscal Year;
- (iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in such Fiscal Year, in each case to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;
- (v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of

the amount to be available for the payment of Facilities Special Taxes which are expected to occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within Improvement Area No. 2. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Rate and Method.

Parcels Subject to the Facilities Special Tax. The Rate and Method identifies 9 large-lot taxable parcels planned for residential uses within the boundary of Improvement Area No. 2, which large-lot parcels have now been subdivided into small lot final mapped parcels. Each fiscal year, the City will prepare a list of the then-current parcels subject to the Special Tax using the records of the City and the County Assessor, and will tax such parcels in accordance with the Rate and Method. Taxable parcels that are acquired by a public agency in the future will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Rate and Method.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within Improvement Area No. 2. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2086-87. For purposes of Improvement Area No. 2, “Transition Year” means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and “Transition Event” means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2086-87. “Initial Bonding Period” means the period in which Bonds are outstanding or refunded which financed Authorized Facilities (as defined in the Rate and Method) costs or refunded prior Bonds, other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Rate and Method provides that residential parcels may prepay a portion of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Rate and Method, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to

the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Rate and Method set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds, and the City maintains at least 110% debt service coverage on the outstanding Bonds.

Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale.

The Rate and Method includes a provision that, at the request of the developer/builders, the Maximum Annual Special Taxes set forth in the Rate and Method could be reduced once prior to the first sale of special tax bonds for Improvement Area No. 2. This provision was not utilized, and is no longer applicable, given the issuance and sale of the 2023 Bonds.

Levy of Annual Special Tax; Maximum Special Tax

General. The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of Reserve Accounts established within the Reserve Fund for each Series of Bonds, certain delinquencies, administration of the District (including Improvement Area No. 2), and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized public capital facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each taxable parcel in the Rate and Method. Land in Improvement Area No. 2 also includes 168 HDR units designated as affordable units as part of “phase 3” of the project, which are not subject to the Special Tax and provide no security for repayment of the Bonds.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in Improvement Area No. 2; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Rate and Method establishes a priority for which properties will be levied a Special Tax. First, all “Developed Parcels” in Improvement Area No. 2 receive a levy. “**Developed Parcel**” for single-family parcels is defined in the Rate and Method as a parcel for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year. If additional amounts are needed, a levy is made against each “Small Lot Tentative Map Parcel” in Improvement Area No. 2, then each “Large Lot Parcel” in Improvement Area No. 2, then each “Undeveloped Parcel” in Improvement Area No. 2. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

For Fiscal Year 2024-25, the Assigned Maximum Annual Facilities Special Tax per Unit is \$3,237 for LDR units and \$2,547 for MDR units, respectively.

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within Improvement Area No. 2 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area No. 2 becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Rate and Method notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Rate and Method provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area No. 2. Proceeds of the annual Special Tax levy will

first be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Rate and Method.

Annual Escalation of Facilities Special Tax. The Facilities Special Tax escalates by 2% per fiscal year until the Transition Event, and thereafter will no longer be levied. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” and for a table showing the expected land uses and assigned Maximum Special Taxes, see “Attachment 2” in such Appendix.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City’s administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City’s discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of Bonds issued for Improvement Area No. 2) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 2 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 2 in such Fiscal Year, but that property owned by any single property owner in Improvement Area No. 2 is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area No. 2 is delinquent cumulatively by more than \$3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area No. 2), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Rate and Method, the City may adjust the Special Taxes levied on all property within Improvement Area No. 2 subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption "—Special Tax Methodology" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the

revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of at least 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2024 Reserve Account of Reserve Fund

The Reserve Fund has been established under the Fiscal Agent Agreement, and within the Reserve Fund, separate reserve accounts are being established for each series of Bonds. Accordingly, at the time of issuance of the 2024 Bonds, the 2024 Reserve Account will be established within the Reserve Fund for the benefit of the holders of the 2024 Bonds. The 2024 Reserve Account is available solely for the payment of debt service on the 2024 Bonds and no other parity obligations.

Upon delivery of the 2024 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2024 Reserve Account of the Reserve Fund so that the amount therein equals the "**Reserve Requirement**," which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

- (a) the Reserve Requirement for the 2024 Bonds shall not increase after the date of issuance of the 2024 Bonds;
- (b) in no event shall the City be obligated to deposit an amount in any reserve account in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield

of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

- (c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

As noted above, for each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC or Moody’s Investors Service, Inc. at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results

from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Future Parity Bonds

The proceedings conducted under the Act for the District and Improvement Area No. 2 authorize the issuance of up to \$111,000,000 of special tax bonds for Improvement Area No. 2, of which the 2023 Bonds represented the first series and the 2024 Bonds represent the second series. The authorized indebtedness limit was established to additionally allow the City to utilize a portion of the available authorized amount for the funding of certain deferred impact fees owed to the City, as described elsewhere in this Official Statement. No Additional Bonds are anticipated to be issued for the acquisition and/or construction of additional Improvements.

The City may by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the “**Additional Bonds**”) payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2023 Bonds and 2024 Bonds upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) After giving effect to the issuance of the Additional Bonds, for each Bond Year the Additional Bonds are Outstanding, projected Special Tax Revenues (which are net of 1% County collection charge), if levied at the maximum annual Special Tax rates per the Rate and Method, in each Fiscal Year are at least equal to 110% of Debt Service

due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) After giving effect to the issuance of the Additional Bonds, the aggregate value of all parcels in Improvement Area No. 2 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 2, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than 2023 Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 2 (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 2 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued to finance additional improvements, Deferred Impact Fees, and/or to refund outstanding Bonds. Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in Improvement Area No. 2, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in Improvement Area No. 2 will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2023 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2023 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULE

The annual debt service on the 2024 Bonds, assuming no early redemptions other than mandatory sinking fund payments, is set forth below.

City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2
2024 Bonds – Annual Debt Service

Year Ending (Sept. 1)	2024 Bonds <u>Principal</u>	2024 Bonds <u>Interest</u>	2024 Bonds <u>Total</u>
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
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2049			
2050			
2051			
2052			
2053			
2054			

Source: Underwriter.

THE CREEKVIEW SPECIFIC PLAN

The taxable property within Improvement Area No. 2 consists of “phase 3” and “phase 4” (561 residential lots) within the Winding Creek project in the Creekview Specific Plan (the “**Creekview Specific Plan**”). The overall Creekview Specific Plan area is planned for 1,464 single-family units, 547 multi-family units, approximately 9.2 acres of commercial land, 15.8 acres of parks, 136.9 acres of open space, as well as a 7-acre school site and various public/quasi-public land uses.

The Specific Plan land area is located in the City, in southwestern Placer County; specifically, it is bounded by the under construction extension of Blue Oaks Boulevard (along the Phillip Road alignment) within the West Roseville Specific Plan (WRSP) on the south, the Fiddymont Ranch portion of the WRSP to the east, the Amoruso Ranch Specific Plan to the north, and the City of Roseville’s Al Johnson Wildlife Area property to the west.

The intent of the Creekview Specific Plan is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the Creekview Specific Plan area are required to be consistent with the Creekview Specific Plan. The Creekview Specific Plan implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The City’s General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the Creekview Specific Plan at adoption, and is a component of the Creekview Specific Plan. The full text of the Creekview Specific Plan is available on the City’s website.

Land Use Concept. The Creekview Specific Plan is planned primarily as a residential community, while also providing recreation, open space, employment and educational opportunities. The primary elements that comprise the form of the Creekview Specific Plan land use plan include a commercial area, residential neighborhoods and park/open space areas, as described below.

Blue Oaks/Westbrook Commercial – The intersection of Blue Oaks Boulevard and Westbrook Boulevard creates the plan area’s best opportunity for commercial uses, anticipated to consist of community commercial, business professional and related uses. These uses are anticipated to support approximately 190,000 square feet of commercial/business uses, including a grocery store, drug store, retail services, personal services and professional offices.

Residential Neighborhoods – A variety of housing styles similar to that found elsewhere in the City are planned. The neighborhoods are generally divided by the geography of the site into four irregularly-sized quadrants. Each quadrant has its own adjacent land uses, natural resources and circulation requirements.

Parks and Open Space – Approximately 30% of the plan area is planned for park and open spaces use, which is equivalent to 28 acres of park and open space per 1,000 residents. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses.

Maps. Maps showing the region and local area where Improvement Area No. 2 is located, as well as the boundaries of Improvement Area No. 2 follow.

[Map 1 – Regional Area Map]

[Map 2 – Improvement Area No. 2 Large Lot Map]

IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT

The information regarding development of the property contained under this caption has been provided by representatives of the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. See “SPECIAL RISK FACTORS” herein.

The Winding Creek Development

General. The land within Improvement Area No. 1 and Improvement Area No. 2 of the District and a future improvement area to be created from the future annexation area of the District comprises the “Winding Creek” project (herein, the “**Winding Creek Development**”) being developed by the Master Developer north of Blue Oaks Boulevard and west of the Fiddymont Farm development, within the Creekview Specific Plan in the northwest part of the City. See “THE CREEKVIEW SPECIFIC PLAN” above.

The Winding Creek Development is a master planned community being developed in five phases. Improvement Area No. 1 of the District comprises Phases 1 and 2. Improvement Area No. 2 comprises Phases 3 and 4. A planned Phase 5 is expected to be within a separate improvement area.

Improvement Area No. 1 is comprised of 544 single family homes developed or under development by homebuilders D.R. Horton, K. Hovnanian Homes, Richmond American and Meritage Homes, and also includes 263 apartment units (not including 116 affordable rental units not subject to a special tax). Bonds for Improvement Area No. 1 were issued in September 2020 and December 2021 in the principal amounts of \$10,905,000 and \$12,500,000 respectively. *Information on land in Improvement Area No. 1 is provided for informational purposes; only the land in Improvement Area No. 2 is security for the Bonds.*

Taxable land within Improvement Area No. 2, which is security for the Bonds, consists of approximately 167 acres planned for 561 taxable single-family homes within Phase 3 and 4 of the Winding Creek Development. The final maps for Phase 3 (330 lots) were recorded in August 2022 and lot construction was completed in March 2023. The final maps for Phase 4 (231 lots) were recorded in August 2024 and lot construction was completed in October 2024. The 2023 Bonds were the first series of bonds issued for Improvement Area No. 2 in July 2023 in the principal amount of \$14,300,000.

Planned Development in Improvement Area No. 2. The property in Improvement Area No. 2, is under development as a mix of Low Density Residential (“**LDR**”), Medium Density Residential (“**MDR**”), and High Density Residential (“**HDR**”), as shown in the table on the following page.

Table 1
Property Ownership and Planned Development of Taxable Property
in Improvement Area No. 2
(as of November 20, 2024)

Phase	Larger Parcel Designation	Current/Developer/Land Bank	Type of Units	No. Taxable Lots
3	C-5	Lennar Homes/AG Land Bank ⁽¹⁾	LDR	74
3	C-9	Woodside	LDR	97
3	C-21	D.R. Horton	MDR	77
3	C-22	Meritage	MDR	<u>82</u>
<i>Sub-Total (Phase 3)</i>				330
4	C-6	Beazer Homes/Brookfield Land Bank ⁽²⁾	LDR	48
4	C-7	TriPointe/Kennedy Lewis Land Bank ⁽³⁾	LDR	74
4	C-8	Beazer Homes/Brookfield Land Bank ⁽²⁾	LDR	32
4	C-20	D.R. Horton/Hearthstone Land Bank ⁽⁴⁾	MDR	<u>77</u>
<i>Sub-Total (Phase 4)</i>				231
Total – Taxable Property in Improvement Area No. 2				561

(1) Ownership, Development Status and Land Use as of November 20, 2024. Lennar Homes reports that on June 22, 2023 Village C-5 was conveyed by Lennar Homes to the AG Land Bank. Lennar Homes is developing the lots and has an option, but not an obligation, to acquire lots from the AG Land Bank pursuant to a takedown schedule. See “MERCHANT BUILDER INFORMATION – Lennar Homes” herein.

(2) As of November 20, 2024, Villages C-6 and C-8 are being developed by Beazer Homes. Beazer Homes has an option, but not an obligation, to acquire lots from the Brookfield Land Bank pursuant to a takedown schedule. See “MERCHANT BUILDER INFORMATION – Beazer Homes” herein.

(3) As of November 20, 2024, Village C-7 is being developed by TriPointe. TriPointe has an option, but not an obligation, to acquire lots from the Kennedy Lewis Land Bank pursuant to a takedown schedule. See “MERCHANT BUILDER INFORMATION – TriPointe” herein.

(4) Village C-20 is being developed by D.R. Horton. D.R. Horton has an option, but not an obligation, to acquire lots from the Kennedy Lewis Land Bank pursuant to a takedown schedule. See “MERCHANT BUILDER INFORMATION – D.R. Horton” herein.

Source: Master Developer.

Phasing of Planned Development. The phasing map on the following page shows each of the Villages planned for Improvement Area No. 2, as well as the Villages planned for the larger Winding Creek Development project being undertaken by the Master Developer which are located outside of Improvement Area No. 2 and therefore do not provide security for the Bonds. See “– The Winding Creek Development” for additional details on the overall development project, of which the land in Improvement Area No. 2 forms a part, comprised of the area south of the creek. Phase 1 and Phase 2 of the Winding Creek Development are located in Improvement Area No. 1, Phase 3 and Phase 4 of the project are located in Improvement Area No. 2 and Phase 5 of the project remains in the Future Annexation Area. *Only the land in Improvement Area No. 2 is security for the 2024 Bonds.*

The Master Developer has constructed all of the backbone and in-tract infrastructure necessary for Phase 3. The Master Developer has substantially completed all of the backbone and in-tract infrastructure necessary for Phase 4.

Ownership by Merchant Builders. Of the planned 561 taxable lots in Improvement Area No. 2, all 561 taxable lots, comprising all of “Phase 3” and “Phase 4” of the project were acquired by or for the following merchant builders (collectively, the “**Merchant Builders**”). As of November 20, 2024, ___ homes have been sold to individual homeowners.

- Lennar Homes of California, LLC, a California limited liability company (“Lennar Homes”) and AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership (“**AG Land Bank**”), the land bank for Lennar Homes (large lot C-5, planned for 74 homes);
- Meritage Homes of California, Inc., a California corporation (“**Meritage**”) (large lot C-22, planned for 82 homes);
- Woodside 05N, LP, a California limited partnership (“**Woodside**”) (large lot C-9, planned for 97 homes);
- D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton**”) and Dragon – Roseville, L.P., a Delaware limited partnership (“**Hearthstone Land Bank**”), the land bank for D.R. Horton (large lots C-20 and C-21, planned for 154 homes);
- Beazer Homes Holdings, LLC, a Delaware limited liability company (“**Beazer Homes**”) and Brookfield Homes (Winding) LLC, a Delaware limited liability company (“**Brookfield Land Bank**”), the land bank for Beazer Homes (large lots C-6 and C-8, planned for 80 homes); and
- TriPointe Homes Holdings, Inc., a Delaware corporation (“**Tri Pointe**”) and KL LB BUY 5 LLC, a Delaware limited liability company (“**Kennedy Lewis Land Bank**”), the land bank for Tri Pointe (large lot C-7, planned for 74 homes).

Multi-Family Site (Non-Taxable Property). Land in Improvement Area No. 2 also includes land designated for 168 high-density-residential (HDR) units that are not subject to the Special Tax and provide no security for repayment of the Bonds. The land was sold to USA Properties Fund, Inc., an affordable housing developer, who is currently building an affordable apartment project.

Final Map Status. All 561 taxable lots in Improvement Area No. 2 have final maps. Final maps for the Phase 3 lots (330 lots) were recorded on August 30, 2022. Final maps for the Phase 4 lots (231 lots) were recorded on August 30, 2024.

Development Agreement

General. The City entered into a Development Agreement, dated October 3, 2012, and First Amendment to Development Agreement, dated November 6, 2019 (collectively, the “**Development Agreement**”) with certain entities and individuals to which the Master Developer has subsequently succeeded with respect to the land being developed by the Master Developer in the District. The Development Agreement’s purpose is to vest development rights, set forth infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Creekview Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement, as well as the Creekview Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 3014.

The Development Agreement is the primary implementation tool for the Creekview Specific Plan and creates a binding contract between the City and the parties thereto, and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the Creekview Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties.

The Development Agreement expires on April 25, 2043, which is 30 years following the annexation of portions of the Creekview Specific Plan into the City. The Development Agreement runs with the property, and may be modified only by mutual consent of the parties, and in a manner consistent with the Creekview Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the Creekview Specific Plan.

Improvements. The Development Agreement sets forth the responsibility of the Master Developer and its successors for a portion of the costs of certain public improvements required for its development within the Creekview Specific Plan. See “– Backbone Infrastructure and Other Development Conditions” herein for additional details.

Affordable Units. At the end of January 2021, the Master Developer submitted a series of documents to the City for consideration, including a proposed amendment to the Creekview Specific Plan and a proposed second amendment to the Development Agreement. The specific plan amendment was approved by the Planning Commission on July 22, 2021 and approved by the City Council on August 18, 2021. The second reading of the specific plan amendment was approved by the City Council on September 1, 2021. Following statutory appeal periods, it became effective on October 1, 2021. On October 8, 2021, the Second Amendment of Development Agreement was recorded with the Placer County Recorder’s Office. As a result of these amendments, the affordable housing requirement for the project is the following: at least 201 total low-income units to be constructed in Villages C-40 (located in Improvement Area No. 2) and C-43 (located in Improvement Area No. 1). The Master Developer has sold Villages C-40 and C-43 to Roseville 712, L.P., a subsidiary of USA Properties Fund, Inc., an affordable housing developer, who has started construction of a project with more than the 201 required affordable units. These affordable housing units are regulated by the City’s affordable housing requirements and are not subject to the special tax. For Improvement Area No. 2 satisfaction of the affordable housing requirements applicable to Village C-43 is not a pre-condition for the Master Developer or any subsequent owner to obtain a final map or building permit with respect to any of the lots within Improvement Area No. 2 and, accordingly, the Master Developer does not believe the affordable housing requirements will impact the timing of development or sale of any those lots.

Backbone Infrastructure and Other Development Conditions. The Development Agreement requires satisfaction of various items as conditions of development of the Winding Creek Development. Set forth below is a table describing some of those conditions required for

the Winding Creek Development that impact the property in Improvement Area No. 2 and the status of those conditions:

Table 2
Conditions of Development for Improvement Area No. 2
As of November 1, 2024

Item	Condition	Status (as of November 1, 2024)
Electric Substation Site	The Master Developer shall, prior to the issuance of the 923rd residential building permit or any combination of building permits within the Creekview Specific Plan, dedicate to City a 0.90 buildable acre site (parcel C-81) (including grading, construction of retaining walls, access roads, and power line corridor) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation.	The substation site is ready to be dedicated once Roseville Electric is ready for the improvements.
School Fees	Under a mitigation agreement with the Roseville City School District, the School District agreed to defer a portion of the school fees payable at building permit for the property in Improvement Area No. 2, with the deferred amount payable as a lump sum payable in three installments of approximately \$4 million each: 12/1/23 (paid); 12/1/24 (paid); and 12/1/25.	The Merchant Builders will pay the reduced school fees in connection with each request for building permits in Improvement Area No. 2. The deferred amounts will be payable by the Master Developer pursuant to the schedule. (only the final installment due 12/1/25 remains to be paid).

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 06061C-0920H, with an effective date of November 2, 2018), the property in Improvement Area No. 2 is located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains).

Wetland Conditions. According to the City's planning department, some jurisdictional wetlands will be affected by the development of the Project; however the impact has been mitigated by the Master Developer. No additional environmental permits are required to be obtained.

Seismic Conditions. None of the property expected to be developed as part of the Winding Creek Development (including land in Improvement Area No. 2) is located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Wildfire Zone. None of the property in Improvement Area No. 2 is within an area of concern, as designated by CAL-FIRE.

Utilities. It is expected that utility service for the property in Improvement Area No. 2 will be provided by the following entities:

<u>Utility</u>	<u>Provider</u>
Water/Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	Pacific Gas & Electric
Data/Phone	Comcast/AT&T

THE MASTER DEVELOPER

The information regarding the ownership of the property contained under this caption has been provided by the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Master Developer, any affiliate of the Master Developer, or any other subsequent property owners within Improvement Area No. 2 (including the Merchant Builders), and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 2 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. See "SPECIAL RISK FACTORS" herein.

General

Ownership Structure of Master Developer. The Master Developer is a Washington limited partnership with its primary development executive team having both regional and national development experience in residential, commercial, and municipal projects. Its general partner is Anthem United Creekview Management LLC, a Washington limited liability company ("**Anthem United**"), and its limited partners are: (1) Anthem United Homes, Inc. ("**Anthem United Homes**"), (2) Granite Bay Development LP, and (3) Sherwood Developments, LLC.

General Partner. Anthem United is owned in full by Anthem Properties Group, Inc., a Washington corporation ("**Anthem Properties**"). Anthem Properties, together with its affiliates, including Anthem United Homes, is a land development and homebuilding company operating across western North America (Canada and the United States). Anthem United is currently involved with building approximately 14,600 homes in more than 60 communities across more than 5,000 acres of land. Headquartered in Vancouver BC, it also has offices in Calgary and Edmonton AB, and Roseville, California. Anthem United, as the general partner of the Master Developer, has full managerial control of the Master Developer.

Limited Partners. Anthem United Homes is a privately held affiliate of Anthem United responsible primarily for home-building operations undertaken by Anthem United entities. Its President is Eric Carlson. Granite Bay Development LP is a privately held affiliate of Anthem United. Eric Carlson is also its President. Sherwood Developments, LLC is privately held, and owned by Cameron Taylor. Its President is Cameron Taylor.

Relevant Experience of Master Developer and Affiliates. Examples of some of the Master Developer's (or its affiliate's) other projects include the following:

- Natomas Meadows (Sacramento) – 630 single family detached finished lots, all of which were sold to D.R. Horton, Lennar Homes, Carson, and Woodside.
- Promenade (West Sacramento) – 222 single family detached finished lots, all of which were sold to Anthem United Homes.

- Fiddymment Ranch (Roseville) - 419 single family detached finished lots, all of which were sold to JMC Homes and Taylor Morrison.

Master Developer Financing Plan

Estimated Cost of the Improvements. The Master Developer has expended over \$130 million dollars on improvements for the Winding Creek Development and intends to finish constructing site improvements and certain backbone infrastructure improvements in both Improvement Area No. 1 and Improvement Area No. 2 and in the remaining future annexation area (collectively, the “**Improvements**”). Total site improvement costs for both Improvement Area No. 1 and No. 2 and the remaining future annexation area are projected to be \$150 million.

Funding Sources. The Master Developer intends to use the following sources of funds to finance the Improvements for the Winding Creek Development:

- Equity from the partner-entities comprising the Master Developer (see “–The Master Developer,” above, for more information about these entities).
- Draws on a future revolving construction loan (see “– *Revolving Construction Loan*” below).
- Sales of lots in Improvement Area No. 1 and Improvement Area No. 2 to merchant builders and other developers.
- Proceeds of the Bonds (secured by Improvement Area No. 2) and bonds issued for land within Improvement Area No. 1.
- Pay-as-you-go Special Taxes available to the Master Developer under the Acquisition Agreement (see “– *Acquisition Agreement*” below).

Revolving Construction Loan. The Master Developer has a \$71,579,245 revolving credit line (the “**Credit Line**”) with GCAM Winding Creek, LLC, a subsidiary of Gibraltar Real Estate Capital, LLC. The Credit Line is specifically for development of Phases 4 (i.e., the property in Improvement Area No. 2) and 5 (i.e., the property in the future annexation area). The Credit Line matures on March 31, 2025, subject to one 12-month extension. As of November 20, 2024, the Credit Line is in good standing.

Cash Flow Statement

The following table shows estimated cash flow sources and uses for the Master Developer related to the development of the land within Improvement Area No. 2.

Table 3
Master Developer's Proposed Financing Plan – Improvement Area No. 2
As of November 1, 2024

Area	Improvement	Estimated Total Cost	Costs Spent as of 10/1/24	% of Completion	Remaining Costs
Improvement Area No. 2 – Phase 3	Backbone Infrastructure	12,687,931	\$12,687,931	100.0%	0
	In-Tract Improvements	25,898,512	25,898,512	100.0%	0
	Subtotal Phase 3	38,586,443	38,586,443	100.0%	0
Improvement Area No. 2 – Phase 4	Backbone Infrastructure	12,929,323	\$12,838,060	99.3%	\$91,263
	In-Tract Improvements	14,236,618	12,593,462	88.5%	1,643,156
	Subtotal Phase 4	27,165,941	25,431,522	93.6%	1,734,419
TOTAL – Improvement Area No. 2		\$65,752,384	\$64,017,966	97.3%	1,734,419

Notwithstanding the belief of the Master Developer that it will have sufficient funds to complete its planned development, no assurance can be given that sources of financing available to the Master Developer will be sufficient to complete such development as currently anticipated. While the Master Developer has made internal financing available in the past for similar activities, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Master Developer nor any of its affiliates has any legal obligation of any kind to make any such funds available or to obtain loans or lines of credit. If and to the extent that internal financing, loan proceeds, lines of credit, or bond proceeds are inadequate to pay the costs to complete the Master Developer's planned development, there could be a shortfall in the funds required to complete such proposed development and portions of such development might not be completed.

Acquisition Agreement. In connection with the formation of the District, the City and the Master Developer entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”) which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion of the entire Improvement), will purchase the Improvements or reimburse the Master Developer for expended amounts from the proceeds of the Bonds and/or Special Taxes on a pay-as-you-go basis. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds and Special Taxes.

The Rate and Method provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from Bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Rate and Method) which levy may secure future bonds issued after payment in full of the Bonds and any Additional Bonds.

MERCHANT BUILDER INFORMATION

The information regarding the ownership of the property contained under this caption has been provided by the respective Merchant Builders, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Merchant Builders, or any other subsequent property owners within Improvement Area No. 2, and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 2 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. As a result, other than as provided in this Official Statement, no financial statements or information is, or will be provided about the Merchant Builders or any other current or subsequent property owner. See "SPECIAL RISK FACTORS" herein.

Lennar Homes

Ownership. As defined previously in this Official Statement, "Lennar Homes" refers to Lennar Homes of California, LLC, a California limited liability company. Lennar Homes is wholly-owned by U.S. Home, LLC, a Delaware limited liability company ("**U.S. Home**"). U.S. Home is wholly-owned by Lennar Corporation, which is based in Miami, Florida. Founded in 1954, Lennar Corporation completed its initial public offering in 1971 and listed its common stock on the New York Stock Exchange in 1972. Lennar Corporation's Class A and Class B common stock are listed on the New York Stock Exchange under the symbols "LEN" and "LEN.B." respectively. Lennar Corporation is one of the largest homebuilders in the United States based on home sales revenues and net earnings, and operates under a number of brand names, including Lennar Homes and U.S. Home. Lennar Corporation primarily develops residential communities both within the Lennar family of builders and through consolidated and unconsolidated partnerships in which Lennar Corporation maintains an interest.

Lennar Corporation is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, set forth, among other things, certain data relative to the consolidated results of operations and financial position of Lennar Corporation and its consolidated subsidiaries, including Lennar Homes, as of such dates.

The SEC maintains a website that contains reports, proxy and other information statements and other information regarding registrants that file electronically with the SEC, including Lennar Corporation. The address of such website is www.sec.gov. All documents filed by Lennar Corporation pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes.

Copies of Lennar Corporation's Annual Report and related financial statements, prepared in accordance with generally accepted accounting standards, are available from Lennar Corporation's website at www.lennar.com. *The foregoing website addresses and references to filings with the SEC are given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Lennar Corporation and*

Lennar Homes are not obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter.

The Land Bank Structure. In connection with a land banking transaction, on June 22, 2023 Lennar Homes transferred all 74 lots it owned in Improvement Area No. 2 (the “**Lennar Land Bank Lots**”) to AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership (the “**Lennar Land Bank Owner**”). In connection therewith, Lennar Homes and the Lennar Land Bank Owner entered into that certain Option Agreement, dated June 22, 2023 (the “**Lennar Option Agreement**”) whereby Lennar Homes has the option, but not the obligation, to purchase the Lennar Land Bank Lots from the Lennar Land Bank Owner pursuant to a takedown schedule agreed upon between Lennar Homes and the Lennar Land Bank Owner.

The Land Bank Owner. The Lennar Land Bank Owner is an affiliate of, and managed by, Angelo Gordon & Co., L.P. (“**Angelo Gordon**”). Angelo Gordon is a privately-held alternative investment firm founded in 1988 and headquartered in New York, with associated offices across the United States, Europe and Asia. Angelo Gordon manages approximately \$52 billion across a broad range of credit and real estate strategies. Affiliates of the Lennar Land Bank Owner have entered into land banking arrangements with Lennar Corporation and its affiliated entities on more than 200 residential development projects.

Development Plan. Lennar Homes has been developing its lots in Improvement Area No. 2 into 74 single-family detached homes in a single neighborhood known as “Meander at Winding Creek.” As of November 1, 2024, 38 homes have been sold and closed to individual homeowners. Buildout is projected to be in the 4th quarter of 2025.

**Lennar Homes – “Meander at Winding Creek”
(Village C-5 – 74 LDR Lots)
(As of November 1, 2024)**

No. Lots	Sq. Ft. Range	Base Price Range⁽¹⁾	Building Permits Issued	Homes Under Construction	Completed Homes	Homes Under Contract	Homes Closed
74	2,393 – 3,2025	\$732,990 – \$832,906	74	36	38	12	38

(1) Base sales prices are as of November 1, 2024. Base sales prices exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change.

Source: Lennar Homes.

Lennar Homes’s development expectations described above are based on Lennar Homes’s current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Lennar Homes reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See “SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally.”

Financing Plan. Lennar Homes purchased 74 finished lots from the Master Developer. Lennar Homes intends to finance the development of the lots using internal sources (which may include funding from its parent company and home sales proceeds).

No assurance can be given that amounts necessary to fund the planned development by Lennar Homes in Improvement Area No. 2 will be available when needed. Neither Lennar Homes nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Lennar Homes in Improvement Area No. 2. Any contributions by Lennar Homes or any other entity or person to fund the costs of such development are entirely voluntary. Lennar Homes has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Lennar Homes' control, or a decision by Lennar Homes to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Lennar Homes' parent company, is inadequate to pay the costs to complete the planned development by Lennar Homes within Improvement Area No. 2 and other financing by Lennar Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Lennar Homes in Improvement Area No. 2 and the remaining portions of Lennar Homes' project in Improvement Area No. 2 may not be developed. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

Woodside

Ownership. As defined previously in this Official Statement, "Woodside" refers to Woodside 05N, LP, a California limited partnership. Woodside is wholly owned by Woodside Group, LLC, a Nevada limited liability company ("**Woodside Group**"), directly or through its wholly owned subsidiaries. Woodside is owned 99% directly by Woodside Group, as a limited partner. The remaining 1% interest is owned by WDS GP, Inc., a California corporation, as its general partner, which is wholly owned by Woodside Homes of California, Inc., a California corporation, which in turn is wholly owned by Woodside Group. The parent of Woodside Group is Woodside Homes Company, LLC, a Delaware limited liability company ("**Woodside Homes Company**"). Since February 28, 2017, the ultimate parent of Woodside Homes Company has been Sekisui House, Ltd, one of Japan's largest homebuilders, which was founded in 1960 and is headquartered in Osaka, Japan.

Woodside Group's subsidiaries engage in the design, construction, and sale of single-family homes under the brand name of "Woodside Homes." Woodside is one of America's top 30 homebuilders having built more than 40,000 homes across the United States, with current operations in Arizona, California, Nevada, and Utah.

The foregoing internet addresses and references to filings with the SEC are included for reference only, and the information on such internet sites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such sites, and such sites have not been reviewed by the City or the Underwriter. Neither Woodside nor any related entity is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes, and investors should not rely on the information and financial statements contained on such internet sites in evaluating whether to buy, hold or sell the Bonds.

Development Plan. Woodside plans to construct a total of 97 single-family detached homes in Village C-9 in Improvement Area No. 2 in a single neighborhood known as “Wildflower at Winding Creek.” As of November 1, 2024 ____ homes have been sold and closed to individual homeowners.

Woodside’s development expectations described above are based on Woodside’s current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Woodside reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See “SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally.”

Financing Plan. Woodside intends to finance the development of the 97 homes in its neighborhood using internal sources, including cash generated from its homebuilding operations and advances from affiliates of its parent Woodside Homes Company. Woodside Homes Company has a \$330 million unsecured term loan.

As of October 1, 2024, SH Residential Holdings, LLC, the direct parent of Woodside Homes Company, has one or more unsecured revolving credit facilities which are available to Woodside Homes Company pursuant to one or more intercompany lending agreements between SH Residential Holdings, LLC and Woodside Homes Company.

No assurance can be given that amounts necessary to fund the planned development by Woodside in Improvement Area No. 2 will be available when needed. Neither Woodside nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Woodside in Improvement Area No. 2. Any contributions by Woodside or any other entity or person to fund the costs of such development are entirely voluntary. Woodside has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Woodside’s control, or a decision by Woodside to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Woodside’s parent company, is inadequate to pay the costs to complete the planned development by Woodside in Improvement Area No. 2 and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by Woodside or to pay ad valorem property taxes or Special Taxes related to Woodside’s property in Improvement Area No. 2 and the remaining portions of such development may not be completed. Many factors beyond Woodside’s control, or a decision by Woodside to alter its current plans, may cause the actual sources and uses to differ from the projections. See “SPECIAL RISK FACTORS – Property Values and Property Development” herein.

Meritage

Ownership. As previously defined in this Official Statement, “Meritage” is Meritage Homes of California, Inc., a California corporation. Meritage is a subsidiary of Meritage Homes Corporation (“**Meritage Homes Corporation**”), a Maryland corporation. Meritage Homes

Corporation is a homebuilder focused primarily on high-growth regions of the western and southern United States. Meritage Homes Corporation operates as a holding company, has no independent assets or operations, and is traded on the New York Stock Exchange (“**NYSE**”) under the ticker symbol MTH. Homebuilding, construction, development and sales activities are conducted through subsidiaries. As of July 1, 2024, Meritage Homes Corporation had operations in three geographic regions comprised of ten states: Arizona, California, Colorado, Utah, Texas, Florida, Georgia, North Carolina, South Carolina and Tennessee.

Meritage Homes Corporation is subject to the informational reporting requirements of the Securities and Exchange Act of 1934, as amended (the “**Exchange Act**”), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission (the “**SEC**”). Such filings set forth, among other things, certain data relative to the consolidated results of operations and financial position of Meritage Homes Corporation and its subsidiaries (e.g., see Meritage Homes Corporation’s Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as filed with the SEC on February 14, 2024, Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2024, as filed with the SEC on July 26, 2024 and Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2024, as filed with the SEC on October __, 2024) as of the dates described therein.

The SEC maintains an Internet website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Meritage Homes Corporation. The address of such Internet website is www.sec.gov. All documents subsequently filed by Meritage Homes Corporation pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Meritage Homes Corporation’s annual report, quarterly reports and current reports, including any amendments, will be available from Meritage Homes Corporation’s website at www.meritagehomes.com.

The foregoing internet addresses and references to filings with the SEC are included for reference only, and the information on such internet sites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such sites, and such sites have not been reviewed by the City or the Underwriter. Neither Meritage nor Meritage Homes Corporation is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes, and investors should not rely on the information and financial statements contained on such internet sites in evaluating whether to buy, hold or sell the Bonds.

Development Plan. Meritage plans to construct a total of 82 single-family detached homes in Village C-22 in Improvement Area No. 2 in a single neighborhood known as “Traverse at Winding Creek.” As of November 1, 2024 __ homes have been sold and closed to individual homeowners.

Meritage’s development expectations described above are based on Meritage’s current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Meritage reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts

are subject to cancellation by the homebuyer. See “SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally.”

Financing Plan. Meritage intends to finance the development of its neighborhood using internal sources (which may include funding from its parent company and home sales proceeds). However, home sales revenues from Meritage’s activities in Improvement Area No. 2 are not segregated and set aside for completing its development activities in Improvement Area No. 2.

No assurance can be given that amounts necessary to fund the planned development by Meritage in Improvement Area No. 2 will be available when needed. Neither Meritage nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Meritage in Improvement Area No. 2. Any contributions by Meritage or any other entity or person to fund the costs of such development are entirely voluntary. Meritage has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Meritage’s control, or a decision by Meritage to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Meritage’s parent company, is inadequate to pay the costs to complete the planned development by Meritage in Improvement Area No. 2 and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by Meritage or to pay ad valorem property taxes or Special Taxes related to Meritage’s property in Improvement Area No. 2 and the remaining portions of such development may not be completed. Many factors beyond Meritage’s control, or a decision by Meritage to alter its current plans, may cause the actual sources and uses to differ from the projections. See “SPECIAL RISK FACTORS – Property Values and Property Development” herein.

D.R. Horton

Ownership. As previously defined in this Official Statement, “D.R. Horton” means D.R. CA2, Inc., a California corporation. D.R. Horton is a wholly-owned subsidiary of D.R. Horton, Inc., a Delaware corporation (“**D.R. Horton, Inc.**”). D.R. Horton, Inc. is a public company whose common stock is traded on the NYSE under the symbol “DHI.” Founded in 1978 and headquartered in Arlington, Texas, D.R. Horton, Inc. constructs and sells homes through its operating divisions in 121 markets in 33 states under the names of D.R. Horton, America’s Builder, Emerald Homes, Express Homes and Freedom Homes.

D.R. Horton, Inc. is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy statements, and other information, including financial statements, with the SEC. Such filings set forth, among other things, certain data relative to the consolidated results of operations and financial position of D.R. Horton, Inc. and its subsidiaries. D.R. Horton, Inc.’s SEC filings are available to the public over the Internet at the SEC’s website at www.sec.gov, and at D.R. Horton, Inc.’s website at www.drhorton.com.

The foregoing internet addresses and references to filings with the SEC are included for reference only, and the information on such internet sites and on file with the SEC are not a part of this Official Statement and are not incorporated by reference into this Official Statement. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such sites, and such sites have not been reviewed by the City or the Underwriter. Neither D.R. Horton nor D.R. Horton Inc. is obligated to advance funds for construction or

development or to pay ad valorem property taxes or the Special Taxes, and investors should not rely on the information and financial statements contained on such internet sites in evaluating whether to buy, hold or sell the 2024 Bonds.

The Hearthstone Land Bank Structure. On September 14, 2024, D.R. Horton purchased 18 finished lots in Village C-20 from the Master Developer. At the same time, in connection with a land banking transaction, the Hearthstone Land Bank purchase the remaining 59 lots in Village C-20 from the Master Developer and entered into an option agreement with D.R. Horton whereby D.R. Horton has the option, but not the obligation, to purchase from the Hearthstone Land Bank, the 59 lots owned by the Hearthstone Land Bank pursuant to the following take-down schedule. There is no guaranty that D.R. Horton will acquire all 77 lots in Village C-20 from the Hearthstone Land Bank as planned. D.R. Horton is responsible for making special tax payments while the option agreement is in place.

**D.R. Horton – Hearthstone Land Bank
Remaining Take-Down Schedule
(Village C-20)⁽¹⁾**

Scheduled Acquisition Date	No. Lots Scheduled to be Acquired	Cumulative No. Lots to be Acquired
Dec. 20, 2024	15	15
Mar. 20, 2025	15	30
Jun. 20, 2025	15	45
Sep. 20, 2025	10	55
Dec. 20, 2025	4	59
	59	

(1) Excludes 18 lots already taken-down by D.R. Horton.

The lots in Village C-20 are planned for development into 77 single-family detached homes (77 MDR units) as a continuation of D.R. Horton’s “Dragonfly at Winding Creek” project being developed within Village C-21 (also 77 MDR units), for a total of 154 homes. See “ – Development Plan” below.

Hearthstone Land Bank. Hearthstone Land Bank is ultimately controlled by Hearthstone, Inc., a California corporation (“**Hearthstone**”). Hearthstone is devoted exclusively to investing in residential housing developments on behalf of institutional capital. Hearthstone’s investments include single-family subdivisions, condominium and townhouse developments, master planned communities, land development projects and mixed-use communities. Hearthstone was the first, and is today among the largest institutional investment managers in the country that is dedicated to the residential building industry. At the time Hearthstone was organized in 1992, homebuilders across the United States were suffering from a shortage of capital resulting from changes in federal laws affecting the banking industry and from a loss of investor confidence in real estate. Hearthstone was organized in 1992 in response to changes in federal laws affecting the banking industry that greatly diminished the availability of investment capital for the homebuilding industry and in recognition of the long-term investment opportunity that residential homebuilding presents for institutional investors. Hearthstone manages funds for numerous public and private pension plans, university endowments, Fortune 100 companies, Wall Street investment banks and family offices. Hearthstone invests these funds on behalf of its investors in homebuilding and residential lot development projects with public and private homebuilders in select target markets throughout the United States. Hearthstone has funded and managed over \$16.5 billion in investments to

construct over 140,000 homes and lots in 22 states since its inception. Hearthstone's principal office is located in Calabasas, California.

Development Plan. Since 2023, D.R. Horton has been developing 77 single-family detached homes in Village C-21 in Improvement Area No. 2 in a single neighborhood known as "Dragonfly at Winding Creek." As of November 1, 2024 ____ homes have been sold and closed to individual homeowners.

As noted above, in September 2024, D.R. Horton and the Hearthstone Land Bank acquired an additional 77 MDR lots in Village C-20 from the Master Developer. D.R. Horton intends to market the homes constructed in Village C-20 as a continuation of its Dragonfly neighborhood being constructed within Village C-21.

D.R. Horton's development expectations described above are based on D.R. Horton's current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. D.R. Horton reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See "SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally."

Financing Plan. D.R. Horton intends to finance its land acquisition and development of its homes in Improvement Area No. 2 using internal sources (which may include funding from its parent company and home sales proceeds). However, home sales revenues from D.R. Horton's activities in Improvement Area No. 2 are not segregated and set aside for completing its development activities in Improvement Area No. 2.

No assurance can be given that amounts necessary to fund the planned development by D.R. Horton in Improvement Area No. 2 will be available when needed. Neither D.R. Horton nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by D.R. Horton in Improvement Area No. 2. Any contributions by D.R. Horton or any other entity or person to fund the costs of such development are entirely voluntary. D.R. Horton has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond D.R. Horton's control, or a decision by D.R. Horton to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from D.R. Horton's parent company, is inadequate to pay the costs to complete the planned development by D.R. Horton in Improvement Area No. 2 and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by D.R. Horton or to pay ad valorem property taxes or Special Taxes related to D.R. Horton's property in Improvement Area No. 2 and the remaining portions of such development may not be completed. Many factors beyond D.R. Horton's control, or a decision by D.R. Horton to alter its current plans, may cause the actual sources and uses to differ from the projections. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

Beazer Homes

Ownership. Brookfield Homes (Winding) LLC, a Delaware limited liability company, serves as a land-banking entity for Beazer Homes, a merchant homebuilder. Beazer Homes plans to enter into an agreement with the landbank pursuant to which Beazer Homes has the option, but not the obligation, to purchase lots from the landbank pursuant to a defined schedule providing for approximately 15-25 homes to be taken down quarterly.

Brookfield Homes (Winding) LLC is an affiliate of, and managed by, Brookfield Properties (“**Brookfield Properties**”), a diversified real estate company. Brookfield Properties owns and/or operates office, retail, multifamily, hospitality and logistics properties throughout the world through various entities, including Brookfield Corporation (a global investment firm) and Brookfield Asset Management (a global alternative asset manager).

Beazer Homes is a subsidiary of Beazer Homes USA, Inc., a Delaware corporation (“**Beazer Homes Corp**”). Beazer Homes Corp’s common stock is publicly traded on the NYSE under the symbol “BZH.” Beazer Homes Corp is one of the largest public homebuilders in the United States, operating in more than a dozen states and having its headquarters in Atlanta, Georgia. Beazer Homes Corp is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Beazer Homes Corp. The address of such Internet web site is www.sec.gov. All documents subsequently filed by Beazer Homes Corp pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Beazer Homes Corp’s Annual Report and each of its other quarterly and current reports, including any amendments, are available from its website at www.beazer.com. *The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

Development Plan. Beazer Homes plans to construct a total of 80 single-family detached homes in Improvement Area No. 2 in Village C-6 and Village C-8, to be marketed as “Willow at Winding Creek.” The proposed product mix for the homes planned to be constructed by Beazer Homes within this neighborhood is set forth in the following table. No homes have been constructed or sold to individual homeowners to-date. Initial home closings are projected for the 3rd quarter of 2025 and buildout is projected to be in the 2nd quarter of 2027.

Beazer Homes – “Willow at Winding Creek” (Village C-6 and C-8 – 80 LDR lots) (as of November 1, 2024)

No. Lots	Sq. Ft. Range	Base Price Range ⁽¹⁾	Building Permits Issued	Homes Under Construction	Completed Homes	Homes Under Contract	Homes Closed
80	1,564 – 2,724	\$617,000 – \$722,000	0	0	0	0	0

(1) Base sales prices are as of November 1, 2024. Base sales prices exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change.

Source: Beazer Homes.

Beazer Homes's development expectations described above are based on Beazer Homes's current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Beazer Homes reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See "SPECIAL RISK FACTORS – Property Values and Property Development – Risks of Real Estate Secured Investments Generally."

Financing Plan. Beazer Homes intends to finance the acquisition and development of its homes within Improvement Area No. 2 using internal sources (which may include funding from its parent company and home sales proceeds).

No assurance can be given that amounts necessary to fund the planned development by Beazer Homes in Improvement Area No. 2 will be available when needed. Neither Beazer Homes nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Beazer Homes in Improvement Area No. 2. Any contributions by Beazer Homes or any other entity or person to fund the costs of such development are entirely voluntary. Beazer Homes has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Beazer Homes' control, or a decision by Beazer Homes to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Beazer Homes' parent company, is inadequate to pay the costs to complete the planned development by Beazer Homes within Improvement Area No. 2 and other financing by Beazer Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Beazer Homes in Improvement Area No. 2 and the remaining portions of Beazer Homes' project in Improvement Area No. 2 may not be developed. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

Tri Pointe

Ownership. As previously defined in this Official Statement, "Tri Pointe" is Tri Pointe Homes Holdings, Inc., a Delaware corporation, which is a wholly-owned subsidiary of Tri Pointe Homes, Inc., a Delaware Corporation ("**Tri Pointe Homes**"), a publicly traded company whose common stock is listed on the New York Stock Exchange under the ticker symbol "TPH." Tri Pointe Homes is engaged in the design, construction, and sale of single-family attached and detached homes across ten states, including Arizona, California, Colorado, Maryland, Nevada, North Carolina, South Carolina, Texas, Virginia, Washington and the District of Columbia. In September 2023, Tri Pointe Homes announced the expansion into the greater Salt Lake City region with the launch of a new division in Utah. In April 2024, Tri Pointe Homes announced further expansion into Orlando, Florida and the Coastal Carolinas area, which includes parts of Georgia and South Carolina. As of June 30, 2024, the company had not yet commenced significant homebuilding operations in these new markets.

Tri Pointe Homes is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy statements, and other information, including financial statements, with the SEC. Such filings, set forth, among other things, certain data relative to the consolidated results of operations and financial position of Tri Pointe Homes and its consolidated subsidiaries, including Tri Pointe, as of such dates (e.g., see Tri Pointe Homes' Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as filed with the SEC on February 22, 2024 and Tri Pointe Homes' Quarterly Report on form 10-Q for the quarterly period ended September 30, 2024, as filed with the SEC on October 24, 2024).

The SEC maintains an Internet website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Tri Pointe Homes. The address of such Internet website is www.sec.gov. All documents filed by Tri Pointe Homes pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Tri Pointe Homes' most recent Annual Report on Form 10-K and each of its other quarterly and current reports, including any amendments, are available in the "investors" portion of its website at www.tripointehomes.com.

The foregoing website addresses and references to filings with the SEC are given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. Neither Tri Pointe nor Tri Pointe Homes is obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Tax, and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter.

The Kennedy Lewis Land Bank Structure. On November __, 2024, in connection with a land banking transaction, the Kennedy Lewis Land Bank purchase the 74 lots in Village C-7 from the Master Developer and entered into an option agreement with Tri Pointe whereby Tri Pointe has the option, but not the obligation, to purchase from the Kennedy Lewis Land Bank, the 74 lots owned by the Kennedy Lewis Land Bank pursuant to the following take-down schedule. There is no guaranty that Tri Pointe will acquire the 74 lots in Village C-7 from the Kennedy Lewis Land Bank as planned. Tri Pointe is responsible for making special tax payments while the option agreement is in place.

**Tri Pointe – Kennedy Lewis Land Bank Take-Down Schedule
(Village C-7 – 74 MDR Lots)**

Scheduled Acquisition Date⁽¹⁾	No. Lots Scheduled to be Acquired	Cumulative No. Lots to be Acquired
Apr. 2025	8	8
Jul. 2025	12	20
Oct. 2025	8	28
Jan. 2026	8	36
Apr. 2026	12	48
Jul. 2026	12	60
Oct. 2026	8	68
Jan. 2027	6	74

(1) Takedown date is the fifth business of the month.

The lots in Village C-7 are planned for development into 74 single-family detached homes (74 MDR) in a neighborhood known as “Juniper at Winding Creek.” See “ – Development Plan” below.

Kennedy Lewis Land Bank. Kennedy Lewis Land Bank is ultimately controlled by Kennedy Lewis Investment Management LLC (“**Kennedy Lewis**”), which is a credit focused alternative asset manager founded in 2017 by David Kennedy Chene and Darren Lewis Richman. The firm manages private funds, a business development company (Kennedy Lewis Capital Company), and collateralized loan obligations (Generate Advisors, LLC).

Development Plan. Tri Pointe plans to construct a total of 74 single-family detached homes in Improvement Area No. 2 in a single neighborhood known as “Juniper at Winding Creek.” The proposed product mix for the homes planned to be constructed by Tri Pointe within this neighborhood is set forth in the following table.

**Tri Pointe – “Juniper at Winding Creek”
(Village C-7 – 74 LDR lots)
(as of November 1, 2024)**

Floor Plans	Approx. Square Footage	Total Units Planned ⁽¹⁾	Units Completed, Sold, and Closed	Units Completed and Unsold or in Escrow ⁽²⁾	Units Under Construction	Finished Lots ⁽¹⁾	Estimated Base Price Range ⁽³⁾
Plan 1	2,800	21	0	0	0	21	TBD
Plan 2	3,050	25	0	0	0	25	TBD
Plan 3	3,300	28	0	0	0	28	TBD
		74	0	0	0	74	

(1) All 74 lots were owned by the Kennedy Lewis Land Bank as of November 1, 2024.

(2) Initial base sales prices were not available as of November 1, 2024. Base sales prices exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change at any time.

Source: Tri Pointe.

No homes have been sold and closed to individual homeowners to-date. Tri Pointe expects to commence construction of the models and first phase of production homes in _____, 202__, enter into its first sales contracts in _____, 202__, close escrow on the first homes to individual homebuyers in _____, 2025 and reach full build-out and close escrow on its final homes in Juniper to individual homebuyers by the _____ quarter of 20__.

Tri Pointe’s development expectations described above are based on Tri Pointe’s current plans. These plans may change due to changes in economic and market conditions or other factors. No assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Tri Pointe reserves the right to change its development plans at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation by the homebuyer. See “SPECIAL RISK FACTORS — Property Values and Property Development – Risks of Real Estate Secured Investments Generally.”

Financing Plan. Tri Pointe intends to finance its land acquisition and development of its homes in Improvement Area No. 2 using internal sources (which may include funding from its parent company and home sales proceeds). However, home sales revenues from Tri Pointe's activities in Improvement Area No. 2 are not segregated and set aside for completing its development activities in Improvement Area No. 2.

As of November 1, 2024, Tri Pointe has expended a minimal amount on site acquisition and site development cost. Tri Pointe anticipates expending approximately \$_____ million to complete its development within Improvement Area No. 2, including land acquisition costs, site development costs, permits and fees, direct and indirect home construction costs, and marketing and sales costs and expenses.

No assurance can be given that amounts necessary to fund the planned development by Tri Pointe in Improvement Area No. 2 will be available when needed. Neither Tri Pointe nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by Tri Pointe in Improvement Area No. 2. Any contributions by Tri Pointe or any other entity or person to fund the costs of such development are entirely voluntary. Tri Pointe has no legal obligation to Bond holders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. Many factors beyond Tri Pointe's control, or a decision by Tri Pointe to alter its current plans, may cause the actual sources and uses to differ from the projections.

If and to the extent that internal funding, including but not limited to home sales revenues and corporate financing from Tri Pointe's parent company, is inadequate to pay the costs to complete the planned development by Tri Pointe in Improvement Area No. 2 and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by Tri Pointe or to pay ad valorem property taxes or Special Taxes related to Tri Pointe's property in Improvement Area No. 2 and the remaining portions of such development may not be completed. Many factors beyond Tri Pointe's control, or a decision by Tri Pointe to alter its current plans, may cause the actual sources and uses to differ from the projections. See "SPECIAL RISK FACTORS – Property Values and Property Development" herein.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2

Assessed Valuations

The value of taxable property within Improvement Area No. 2 is a critical factor in determining the investment quality of the 2024 Bonds. The remedy for non-payment of the Special Tax is potential foreclosure of the delinquent real property.

Assessed Valuation Generally. As provided by Article XIII A of the California Constitution, county assessors' assessed values are to reflect market value as of the date the property was last assessed (or 1975, whichever is more recent), increased by a maximum of 2% per year. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the District thus reflect the estimate of the County Assessor (the "**Assessor**") of market value when acquired (or 1975, whichever is later), possibly increased by up to 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor's estimate of market value as of the time of construction, possibly increased by up to 2% per year.

Assessed Valuation History. The following table provides assessed valuations of taxable property in Improvement Area No. 2 for the fiscal years shown.

Table 4
Historical Assessed Values in Improvement Area No. 2

Fiscal Year	Assessed Land Value	Assessed Structure Value	Total Assessed Value	% Change in Total Assessed Value
2023-24	\$13,282,176	\$0	\$13,282,176	N/A
2024-25	\$51,120,295	\$12,093,052	\$63,213,347	376%

Source: Assessed Values - Respective Placer County Secured Property Rolls as compiled by Willdan Financial Services.

The actual market value of parcels in Improvement Area No. 2, if sold at foreclosure, may be higher or lower than the Assessor's assessed values, depending upon the date of the Assessor's most recent assessment. The actual fair market value of any parcel may be more accurately established through an arms-length sale or an appraisal by an independent appraiser.

The Appraisal

General. In order to obtain a more accurate estimate of the value of land in Improvement Area No. 2, the City ordered preparation of an appraisal report (the "**Appraisal**"), of the estimated value of certain taxable land within Improvement Area No. 2 as of a September 20, 2024 date of value. The Appraisal was prepared by Integra Realty Resources, Sacramento, California (the "**Appraiser**"). The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, conditions and qualifications which are set forth in the Appraisal. Composite value

Composite Value Estimate. The Appraisal sets forth an aggregate value of taxable property currently in Improvement Area No. 2 of \$175,516,352, as of September 20, 2024. This composite value consists of an estimated market value of \$165,820,000 for the 542 taxable parcels that were appraised, plus \$9,696,352 of assessed valuation for the 19 taxable parcels having an improvement

value on the Placer County property tax roll for Fiscal Year 2024-25. For completed homes without a complete assessed improvement value reflected on the tax roll, the opinions of value determined by the Appraiser represent a "not-less-than" value due to the fact the Appraiser was requested to provide a market value for the smallest floor plan in each neighborhood.

The appraised value assumes completion of the Improvements funded by the 2024 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value.

Appraised Valuation by Ownership. The following table sets forth the appraised valuation by ownership and development status for parcels owned by individual homeowners, the Master Developer and Merchant Builders as of September 20, 2024. This table does not include the assessed valuation for 19 complete homes which are reflected in the Appraisal at a value of \$9,696,352. The composite valuation set forth in the Appraisal is \$175,516,352. For information on how the values were allocated among parcels and ownership, see APPENDIX B.

Table 5
Appraised Values by Ownership as of September 20, 2024

Market Value by Ownership	Lots/ Parcels/Homes	Appraised Value	
<u>Individual Homeowners</u>			
Completed Homes			
Dragonfly (DR Horton)	43	\$23,005,000	(Not-Less-Than)
Meander (Lennar)	29	19,546,000	(Not-Less-Than)
Wildflower (Woodside)	7	4,788,000	(Not-Less-Than)
Traverse (Meritage)	47	26,038,000	(Not-Less-Than)
Total - Individual Homeowners	126	\$73,377,000	
<u>DR Horton</u>			
Partially-Improved Lots (C-20)	18	\$2,772,000	
Improved Lots	8	1,304,000	
Homes Under Construction	13	3,237,000	
Completed Homes	11	5,885,000	(Not-Less-Than)
Total - DR Horton	50	\$13,198,000	
<u>Meritage</u>			
Improved Lots*	6	\$1,554,000	
Homes Under Construction	21	5,439,000	
Total - Meritage	27	\$6,993,000	
<u>Woodside</u>			
Improved Lots	47	\$9,870,000	
Homes Under Construction	34	10,268,000	
Completed Homes	3	2,052,000	(Not-Less-Than)
Total - Woodside	84	\$22,190,000	
<u>Lennar</u>			
Homes Under Construction	9	2,664,000	
Total - Lennar	9	\$2,664,000	
<u>AG Land Bank</u>			
Improved Lots	9	\$1,836,000	
Homes Under Construction	24	7,104,000	
Total - AG Land Bank	33	\$8,940,000	
<u>Hearthstone Land Bank</u>			
Partially-Improved Lots (C-20)	59	\$9,086,000	
<u>Master Developer</u>			
Partially-Improved Lots (C-6, C-7, C-8)	154	\$29,372,000	
Aggregate Market Value, subject to a hypothetical condition	542	\$165,820,000	

*According to the Master Developer, permits have been pulled on all remaining lots.
Source: Appraisal.

Hypothetical Condition. The estimate of appraised value is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2024 Bonds are available to reimburse for certain improvements already completed.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. For example, the Appraiser has assumed that there is no adverse soil conditions, toxic substances or other environmental hazards that would interfere or inhibit development of the appraised property. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See “APPENDIX B – THE APPRAISAL.”

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser’s review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser’s opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser’s opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months or less.

No assurance can be given that a sale of the property in bulk through foreclosure could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See “SPECIAL RISK FACTORS – Property Values and Property Development.”

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area No. 2; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2024 Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area No. 2 or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “–Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

General. In comparing the value of the real property within Improvement Area No. 2 and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area No. 2 cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area No. 2 unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area No. 2 could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area No. 2, impose additional taxes or assessment liens on the land within Improvement Area No. 2. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within Improvement Area No. 2 through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Master Developer and subsequent merchant homebuilders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area No. 2, however, will be subordinate to the lien of the Special Tax.

Value to Lien Ratios by Development Status. The following table sets forth composite values, maximum Special Taxes for Fiscal Year 2025-26, allocable debt, and value to lien ratios by development status in Improvement Area No. 2, based on the assumptions detailed therein.

Table 6A
Value to Lien Ratios by Development Status
CFD Debt Allocated by Maximum Special Tax

Phase / Development Status ⁽¹⁾ / Land Use ⁽²⁾	No. of Parcels	Planned Units ⁽²⁾	Composite Value ⁽³⁾	FY 2025-26 Maximum Tax ⁽⁴⁾	Projected FY 2025-26 Special Tax Levy ^{(4)(5) *}	Allocable Debt CFD Bonds ^{(6)(7) *}	% of Total CFD Bonded Debt ⁽⁷⁾	Overlapping Debt ⁽⁸⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratio *
Phase 3 - Single Family										
Homes Completed & Sold ⁽⁹⁾	140	140	\$80,438,552	\$393,951	\$393,951	\$6,607,714	23.4%	\$371,346	\$6,979,060	11.53
Homes Completed	18	18	10,116,600	50,279	50,279	843,326	3.0%	41,162	884,488	11.44
Homes Partially Completed ⁽¹⁰⁾										
LDR	67	67	\$20,036,000	\$221,195	\$221,195	\$3,710,088	13.1%	\$101,042	3,811,130	5.26
MDR	35	35	9,131,200	90,924	90,924	1,525,067	5.4%	72,333	1,597,400	5.72
Subtotal	102	102	\$29,167,200	\$312,119	\$312,119	\$5,235,155	18.5%	\$173,375	\$5,408,530	5.39
Finished Lots										
LDR	56	56	\$11,706,000	\$184,879	\$184,879	\$3,100,968	10.9%	\$60,557	3,161,525	3.70
MDR	14	14	2,858,000	36,370	36,370	610,027	2.2%	24,722	634,749	4.50
Subtotal	70	70	\$14,564,000	\$221,249	\$221,249	\$3,710,995	13.1%	\$85,279	\$3,796,274	3.84
Phase 4 – Partially Improved SF Lots										
LDR	154	154	\$29,372,000	\$508,418	\$508,418	\$8,527,664	30.2%	\$53,167	\$8,580,831	3.42
MDR	77	77	11,858,000	200,034	200,034	3,355,146	11.9%	19,720	3,374,866	3.51
Subtotal	231	231	\$41,230,000	\$708,452	\$708,452	\$11,882,810	42.1%	\$72,887	\$11,955,697	3.45
Total	561	561	\$175,516,352	\$1,686,050	\$1,686,050	\$28,280,000	100.0%	\$744,049	\$29,024,049	6.05

* Preliminary, subject to change.

(1) The timing of Development Status and Sales to Individual Homeowners are unique to each Developer. See "Value by Lien by Ownership Status" table herein for specifics.

(2) Land Use and planned number of taxable residential units per the Improvement Area's Special Tax Formula.

(3) Composite Value represents the Appraised Values as of September 20, 2024 or the July 1, 2024 Assessed Values. Existing single-family homes showing a complete assessed value for both land and improvements were not appraised. Those parcels not appraised are instead valued above using Assessed Value.

(4) Maximum Tax refers to Maximum Annual Facilities Special Tax. Special Tax and the Projected Special Tax Levy refer to Special Facilities Tax.

(5) The Projected FY 2025-26 Special Tax Levy assumes a levy at 100% of the Maximum Tax to generate direct facility funding through Pay-As-You Go.

(6) Represents the outstanding balance of the 2023 Bonds of \$14,280,000 together with the estimated par amount of the 2024 Bonds.

(7) This table allocates the CFD Bonded Debt based upon each parcel's share of the Improvement Area's Fiscal Year 2025-26 Maximum Special Tax.

(8) Represents the overlapping debt liens of the Improvement Area parcels as of October 1, 2024 as summarized under "Table 9 Direct and Overlapping Tax and Assessment Debt" from the overlapping debt report prepared by California Municipal Statistics, Inc. No direct charges related to PACE liens secured by Special Taxes were levied onto the Improvement Area parcels in FY 2024-25.

(9) Represents homes within the Improvement Area sold to individual homeowners.

(10) A partially completed home represents a single family lot upon which a building permit has been issued together with construction towards the completion of either the structure's footings or more.

Sources: Appraised Values - Integra Realty Resources, Inc.; Assessed Values - Placer County; Development Status - Appraiser, Master Developer and Developers; Land Use and Number of Units - Special Tax Formula; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

Value to Lien Ratios by Ownership. The following table sets forth composite values, maximum Special Taxes for Fiscal Year 2025-26, allocable debt, and value to lien ratios by ownership in Improvement Area No. 2, based on the assumptions detailed therein.

Table 6B
Value to Lien Ratios by Ownership and Development Status
CFD Debt Allocated by Maximum Special Tax

Ownership ⁽¹⁾ / Development Status ⁽²⁾ / Land Use ⁽³⁾	No. of Parcels	Planned Units ⁽³⁾	Composite Value ⁽⁴⁾	FY 2025-26 Maximum Tax ⁽⁵⁾	Projected FY 2025-26 Special Tax Levy ^{(5)(6) *}	Allocable Debt CFD Bonds ⁽⁷⁾⁽⁸⁾	% of Total CFD Bonded Debt ⁽⁸⁾	Overlapping Debt ⁽⁹⁾	Total Direct & Overlapping Debt *	Average Value to Lien Ratio *
Individual Homeowners - Completed Homes ⁽¹⁰⁾	140	140	\$80,438,552	\$393,951	\$393,951	\$6,607,714	23.4%	\$371,346	\$6,979,060	11.53
<u>D.R. Horton ⁽¹¹⁾</u>										
Homes Completed	13	13	\$6,754,000	\$33,772	\$33,772	\$566,453	2.0%	\$33,135	\$599,588	11.26
Homes Partially Completed ⁽¹⁰⁾	13	13	3,237,000	33,772	33,772	566,453	2.0%	23,602	590,055	5.49
Finished Lots	8	8	1,304,000	20,783	20,783	348,587	1.2%	14,524	363,111	3.59
Partially Improved Lots (C-20) MDR	77	77	11,858,000	200,033	200,033	3,355,147	11.9%	19,720	3,374,867	3.51
Subtotal	111	111	\$23,153,000	\$288,360	\$288,360	\$4,836,640	17.0%	\$90,980	\$4,927,620	4.70
<u>Woodside</u>										
Homes Completed	5	5	\$3,362,600	\$16,507	\$16,507	\$276,872	1.0%	\$8,028	\$284,900	11.80
Homes Partially Completed ⁽¹¹⁾	34	34	10,268,000	112,248	112,248	1,882,731	6.7%	27,108	1,909,839	5.38
Finished Lots	47	47	9,870,000	155,167	155,167	2,602,599	9.2%	40,392	2,642,991	3.73
Subtotal	86	86	\$23,500,600	\$283,922	\$283,922	\$4,762,202	16.9%	\$75,528	\$4,837,730	4.86
<u>Lennar Homes ⁽¹²⁾</u>										
Homes Partially Completed ⁽¹⁰⁾	33	33	9,768,000	108,947	108,947	1,827,357	6.4%	73,934	1,901,291	5.14
Finished Lots	9	9	1,836,000	29,713	29,713	498,370	1.8%	20,164	518,534	3.54
Subtotal	42	42	\$11,604,000	\$138,660	\$138,660	\$2,325,727	8.2%	\$94,098	\$2,419,825	4.80
<u>Meritage</u>										
Homes Partially Completed	22	22	\$5,894,200	\$57,152	\$57,152	\$958,613	3.4%	\$48,732	\$1,007,344	5.85
Finished Lots	6	6	1,554,000	15,587	15,587	261,440	0.9%	10,198	271,638	5.72
Subtotal	28	28	\$7,448,200	\$72,739	\$72,739	\$1,220,053	4.3%	\$58,930	\$1,278,983	5.82
<u>Master Developer - Partially Improved Lots</u>										
C-6 (LDR)	48	48	\$8,832,000	\$158,468	158,468	\$2,657,973	9.4%	\$18,130	\$2,676,103	3.30
C-7 (LDR)	74	74	14,652,000	244,305	244,305	4,097,709	14.5%	31,282	4,128,991	3.55
C-8 (LDR)	32	32	5,888,000	105,645	105,645	1,771,982	6.3%	3,755	1,775,737	3.32
Subtotal	154	154	\$29,372,000	\$508,418	\$508,418	\$8,527,664	30.2%	\$53,167	\$8,580,831	3.42
Total	561	561	\$175,516,352	\$1,686,050	\$1,686,050	\$28,280,000	100.0%	\$744,049	\$29,024,049	6.05

Footnotes Follow on Next Page

* Preliminary, subject to change.

- (1) Ownership as of 9-20-24 (Woodside, D.R. Horton, Lennar Homes and their homes sold to Individual Owners); 9-20-24 (Master Developer) and 9-26-24 (Meritage and its homes sold to Individual Owners).
- (2) Development status as of 9-20-24 (Woodside, D.R. Horton, Lennar Homes and their homes sold to Individual Owners); 9-20-24 (Master Developer) and 9-26-24 (Meritage and its homes sold to Individual Owners).
- (3) Land Use and planned number of taxable residential units per the Improvement Area's Special Tax Formula.
- (4) Composite Value represents Appraised Values as of September 20 , 2024 or July 1, 2024 Assessed Values. Existing single-family homes showing a complete assessed value for both land and improvements were not appraised. Those parcels not appraised are instead valued using Assessed Value.
- (5) Maximum Tax refers to Maximum Annual Facilities Special Tax. Special Tax and Projected Special Tax Levy refer to Special Facilities Tax.
- (6) The Projected FY 2025-26 Special Tax Levy assumes a levy at 100% of the Maximum Tax to generate direct facility funding through Pay-As-You Go.
- (7) Represents the outstanding balance of the 2023 Bonds of \$14,280,000 together with the estimated par amount of the 2024 Bonds.
- (8) This table allocates the CFD Bonded Debt based upon each parcel's share of the Improvement Area's Fiscal Year 2025-26 Maximum Special Tax.
- (9) Represents the overlapping debt liens of the Improvement Area's parcels as of October 1, 2024 as summarized under "Table 9 Direct and Overlapping Tax and Assessment Debt" from the overlapping debt report prepared by California Municipal Statistics, Inc. in direct charges related to PACE liens secured by Special Taxes were levied onto the Improvement Area's parcels in FY 2024-25.
- (10) A partially completed home represents a single family lot upon which a building permit has been issued together with construction towards the completion of either the structure's footings or more.
- (11) Includes 59 partially-improved MDR lots within Village C-20 owned Hearthstone, D.R. Horton's landbank.
- (12) Includes 24 Partially Completed Homes and 9 Improved Lots owned by Lennar Homes' landbank, AG EHC II (LEN) CA 2, L.P.

Sources: Ownership and Development Status - Appraiser, Master Developer and Developers; Appraised Value - Integra Realty Resources, Inc.; Assessed Values - Placer County; Land Use and Number of Units - Special Tax Formula; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Facilities Special Tax - Willdan Financial Services.

Stratification of Value to Lien Ratios. The following table sets forth ranges of value to lien ratios, based on composite values, maximum Special Taxes for Fiscal Year 2025-26, and allocable debt in Improvement Area No. 2, based on the assumptions detailed therein.

Table 7
Summary Value to Lien Ratios by Range
CFD Debt Allocated by Maximum Special Tax

Value-to-Lien Ratio Range *	No. of Parcels	Planned Units ⁽¹⁾	Composite Value ⁽²⁾	FY 2025-26 Maximum Tax ⁽³⁾	Projected FY 2025-26 Special Tax Levy ⁽³⁾⁽⁴⁾ *	Allocable Debt CFD Bonds ⁽⁵⁾⁽⁶⁾ *	% Allocated CFD Bonded Debt ⁽⁶⁾	Overlapping Debt ⁽⁷⁾	Total Direct & Overlapping Debt *	Average Value-to- Lien Ratios *
10:1 to 12.99:1	146	146	\$85,034,652	408,130	408,130	\$6,845,552	24.2%	351,893	7,197,445	11.81
6:1 to 9.99:1	13	13	5,975,700	38,697	38,697	649,061	2.3	67,511	716,572	8.34
5:1 to 5.99:1	107	107	30,266,000	325,109	325,109	5,453,021	19.3%	176,677	5,629,698	5.38
3:1 to 3.99:1	295	295	54,240,000	914,114	914,114	15,332,366	54.2%	147,968	15,480,334	3.50
Total	561	561	\$175,516,352	\$1,686,050	\$1,686,050	\$28,280,000	100.0%	\$744,048	\$29,024,049	6.05

* Preliminary, subject to change.

(1) Planned number of taxable residential units per the Improvement Area's Special Tax Formula.

(2) Composite Value represents the Appraised Values as of September 20 , 2024 or the July 1, 2024 Assessed Values. Existing single-family homes showing a complete assessed value for both land and improvements were not appraised. Those parcels not appraised are instead valued above using Assessed Value.

(3) Maximum Tax refers to Maximum Annual Facilities Special Tax. Special Tax and the Projected Special Tax Levy refer to Special Facilities Tax.

(4) The Projected FY 2025-26 Special Tax Levy assumes a levy at 100% of the Maximum Tax to generate direct facility funding through Pay-As-You Go.

(5) Represents the outstanding balance of the 2023 Bonds of \$14,280,000 together with the estimated par amount of the 2024 Bonds.

(6) This table allocates the CFD Bonded Debt based upon each parcel's share of the Improvement Area's Fiscal Year 2025-26 Maximum Special Tax.

(7) Represents the overlapping debt liens of the Improvement Area parcels as of October 1, 2024 as summarized under "Table 9 Direct and Overlapping Tax and Assessment Debt" from the overlapping debt report prepared by California Municipal Statistics, Inc. No direct charges related to PACE liens secured by Special Taxes were levied onto the Improvement Area parcels in FY 2024-25.

Sources: Number of Planned Units - Special Tax Formula; Appraised Values - Integra Realty Resources, Inc.; Assessed Values - Placer County; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services and Maximum Special Tax - Willdan Financial Services.

Special Tax Collections and Delinquencies

Fiscal Year 2023-24 was the first year in which the Special Tax was levied in Improvement Area No. 2. The following table shows a history of collections and delinquencies.

Table 8
Special Tax Collections and Delinquencies

Fiscal Year ⁽¹⁾	Annual Special Taxes Levied	No. of Parcels Levied	As of June 11, 2024		
			Amount Delinquent	No. of Parcels Delinquent	Percent Levy Delinquent
2023-24	\$939,637	361	\$0	0	0.00%

(1) Fiscal year 2023-24 was the District's first Special Tax levy.

Source: Placer County Tax Collector, compiled by Willdan Financial Services

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 2. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2.

Set forth below is an overlapping debt table showing the existing direct and overlapping tax and assessment debt payable with respect to property within Improvement Area No. 2. This table is taken from information prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in Improvement Area No. 2 is also subject to special taxes authorized to be levied on behalf of the City's Creekview Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property.

**Table 9
Summary of Overlapping Debt
As of October 1, 2024**

2024-25 Assessed Valuation: \$63,213,347

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 10/1/24</u>	
Sierra Joint Community College District SFID No. 4 General Obligation Bonds	0.066%	\$ 125,200	
Roseville Joint Union High School District General Obligation Bonds	0.149	138,214	
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	0.740	465,281	
Roseville City School District General Obligation Bonds	0.245	15,354	
City of Roseville Creekview Community Facilities District No. 1, I.A. 2	100.000	14,280,000	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$15,024,049	
 <u>OVERLAPPING GENERAL FUND DEBT:</u>			
Placer County Certificates of Participation	0.057%	\$ 43,673	
Sierra Joint Community College District Certificates of Participation	0.044	177	
Roseville Joint Union High School District Certificates of Participation	0.149	88,435	
Roseville City School District General Fund Obligations	0.245	13,412	
Placer Mosquito and Vector Control District Certificates of Participation	0.057	722	
City of Roseville Certificates of Participation	0.188	25,140	
TOTAL OVERLAPPING GENERAL FUND DEBT		\$171,559	
 COMBINED TOTAL DEBT		 \$15,195,608	 (2)

Ratios to 2024-25 Assessed Valuation:

Direct Deb (\$14,280,000)	22.59%
Total Direct and Overlapping Tax and Assessment Debt.....	23.77%
Combined Total Debt	24.04%

(1) Excludes the 2024 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.

Sources: California Municipal Statistics, Inc.

There can be no assurance that the Master Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by the Master Developer or Merchant Builders, may be placed upon property in Improvement Area No. 2 at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Overall Tax Burden

The following table shows the estimated overall tax burden for representative single-family residential homes in Improvement Area No. 2 (both LDR and MDR types), for Fiscal Year 2024-25.

Table 10
Estimated Overall Tax Burden

Net Taxable Value	MDR	LDR
Projected Assessed Value - Representative Homes ⁽¹⁾	\$595,000	\$780,000
Less: Homeowner's Exemption	(7,000)	(7,000)
Net Taxable Value	\$588,000	\$773,000

FY 2024-25 Ad Valorem Property Taxes ⁽²⁾	Rate	Taxes	Taxes
Base Property Tax	1.000000%	\$5,880	\$7,730
Sierra Coll SFID #4 B&I 2018 Series A	0.002319%	14	18
Sierra Coll SFID #4 B&I 2018 Series B	0.001670%	10	13
Sierra Coll SFID #4 B&I 2018 Series C	0.008469%	50	65
Rsvl City Elem B&I 2002 Series A Non Refunding	0.004726%	28	37
Rsvl City Elem B&I 2002 Series A&B Ref 2011	0.003498%	21	27
Rsvl High B&I 1992	0.001757%	10	14
Rsvl High B&I 2004 Series C Non Refunding	0.005442%	32	42
Rsvl High B&I 2008 SFID #1 11A Ref 2016B	0.004304%	25	33
Rsvl High B&I 2008 SFID #1 Series 2017	0.005047%	30	39
Rsvl High B&I 2008 SFID #1 Series 2018	0.021419%	126	166
Rsvl High B&I 2008 SFID #1 Series 2019	0.000893%	5	7
Rsvl High B&I 2016 Series A	0.002696%	16	21
Rsvl High B&I 2016 Series B	0.005030%	30	39
Rsvl High B&I 2016 Series C	0.001222%	7	9
Total FY 2024-25 Ad Valorem Property Tax Rate	1.068492%	\$6,283	\$8,259

Direct Charges ⁽³⁾	Charges	Charges
Placer County Mosquito & Vector ⁽⁴⁾	\$6	\$6
City of Roseville, Creekview CFD # 1 (Public Facilities) ⁽⁵⁾	2,547	3,237
City of Roseville, Creekview CFD # 2 (Public Services) ⁽⁶⁾	673	587
City of Roseville CFD 3 (Municipal Services) ⁽⁷⁾	321	549
Total Direct Charges	\$3,548	\$4,380

Total Projected Taxes and Direct Charges	\$9,831	\$12,639
Total Effective Projected Tax Rate	1.65%	1.62%

(1) Values of Representative MDR and LDR Homes from the Ability to Pay section of the Appraisal Report.

(2) Based upon the 2024-25 Ad Valorem Property Tax Rates for TRA 005-073. Subject to change in subsequent years.

(3) Projected Direct Charges include Parcel Charges, Fees, Assessments and Special Taxes not determined by assessed value; amounts assume no optional PACE related Special Taxes.

(4) Equal to FY 2024-25 mosquito & vector charges applied to sample homes within the Improvement Area.

(5) Equal to the applicable Maximum Public Facilities Special Tax for FY 2024-25.

(6) Equal to the Maximum Public Services Special Tax for FY 2024-25.

(7) Equal to the Maximum Municipal Services Special Tax for FY 2024-25.

Sources: Aggregate FY 2024-25 Ad Valorem Tax Rate, TRA 005-073 - Placer County Resolution 2024-162; Individual Ad Valorem Tax Rates - 2024-25 County Property Tax Bill, APN 496-680-069; Mosquito & Vector charges - Placer County Tax Collector; Projected Assessed Values of Representative Homes - Integra Realty Resources, Inc; Maximum Special Tax Rates, Roseville CFD Nos. 1, 2 and 3 - Willdan Financial Services.

SPECIAL RISK FACTORS

The purchase of the 2024 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2024 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2024 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2024 Bonds. The 2024 Bonds are not general obligations of the City but are limited obligations of the City, payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2024 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.” Any tax for the payment of the 2024 Bonds will be limited to the Special Tax to be collected within Improvement Area No. 2.

Concentration of Ownership

Land in Improvement Area No. 2 is primarily owned by the Merchant Builders (or a related land bank entity). No assurance can be given that the Merchant Builders will complete homes on the lots that they purchase and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all.

Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2024 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of any of the Merchant Builders or any other future owner of significant property subject to the Special Taxes in Improvement Area No. 2 to pay installments of Special Taxes when due could cause the depletion of amounts in the 2024 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to timely pay debt service on the 2024 Bonds. In that event, there could be a delay or failure in payments on the 2024 Bonds. See “– Bankruptcy and Foreclosure Delays” below and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of certain taxable property within Improvement Area No. 2. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). Some of the improvements to be financed by the 2024 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion of the Appraiser as of the indicated date of value. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area No. 2 could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of the taxable property within Improvement Area No. 2 is a critical factor in determining the investment quality of the 2024 Bonds. If a property owner defaults in the payment of the Special Tax, the City may bring an action to foreclose on the delinquent property in an attempt to obtain funds with which to pay debt service on the 2024 Bonds. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within Improvement Area No. 2 as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2024 Bonds without regard to any such evaluation. Thus, the issuance of the 2024 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks. The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area No. 2 or the value of property in Improvement Area No. 2.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2024 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2024 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Value to Special Tax Burden Ratios.” No assurance can be given that the proposed development within Improvement Area No. 2 will be completed, and in assessing the investment quality of the 2024 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Master Developer nor the Merchant Builders provide any assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. Neither the Master Developer nor the Merchant Builders have any obligation to the City or to owners of the 2024 Bonds to complete the project overall or their particular developments therein.

Risks of Real Estate Investment Generally. Continuing development of land within Improvement Area No. 2 may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area No. 2 may also be affected by development in surrounding areas, which may compete with development in Improvement Area No. 2. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area No. 2 will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area No. 2 will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in Improvement Area No. 2 in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area No. 2 and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area No. 2, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, Improvement Area No. 2 is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the land in Improvement Area No. 2 is not in a high-risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or

replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in Improvement Area No. 2, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery ("**ASR**"). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in Improvement Area No. 2 would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to satisfy the planned development of property in Improvement Area No. 2 in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within Improvement Area No. 2 may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Creekview property in restricting development activity. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within Improvement Area No. 2 following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area No. 2 may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within Improvement Area No. 2 would affect the marketability and the value of some or all of the property in Improvement Area No. 2. In that event, the owners and operators of a parcel within Improvement Area No. 2 may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within Improvement Area No. 2 and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance.

The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area No. 2 by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area No. 2 has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area No. 2 resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area No. 2 that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within Improvement Area No. 2, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area No. 2 or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2024 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 2.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2024 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2024 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2024 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in Improvement Area No. 2.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2024 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2024 Reserve Account of the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area No. 2. See “– FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or

assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area No. 2 but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government’s mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association (“**FNMA**”) is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure,” may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2024 Bonds (including Bond Counsel’s approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court

foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2024 Bonds. To the extent that property in Improvement Area No. 2 continues to be owned by a limited number of property owners, the chances are increased that the 2024 Reserve Account of the Reserve Fund established for the 2024 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2024 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2024 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2024 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2024 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2024 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the “pre-petition taxes”), but unpaid taxes imposed after the filing of the bankruptcy petition (“post-petition taxes”) were declared to be unsecured “administrative expenses” of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court’s ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit’s holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition” by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad*

valorem taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post-petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area No. 2 who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as “administrative expenses” of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term “*ad valorem* taxes.”

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2.

Property in Improvement Area No. 2 is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in Improvement Area No. 2 is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Creekview Community Facilities District No. 2 (Public Services) and the City’s Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See “VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 2 – Estimated Tax Burden on Single Family Home.”

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2024 Bonds. The principal of and interest on the 2024 Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 2, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 2. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 2. The imposition of

additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 2. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within Improvement Area No. 2 will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. This includes PACE assessments which homeowners can request be placed on their home for financing energy improvements. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within Improvement Area No. 2, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in Improvement Area No. 2. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in Improvement Area No. 2. However, the lien of such private loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within Improvement Area No. 2 on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2024 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2024 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2024 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2024 Bonds. If funds in the 2024 Reserve Account of the Reserve Fund for the 2024 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2024 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within Improvement Area No. 2 at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2024 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2024 Bonds do not contain a provision allowing for the acceleration of the 2024 Bonds in the event of a payment default or other default under the terms of the 2024 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2024 Bond holder is given the right for the equal benefit and protection of all 2024 Bond holders similarly situated to pursue certain remedies. So long as the 2024 Bonds are in book-entry form, DTC will be the sole 2024 Bond holder and will be entitled to exercise all rights and remedies of 2024 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State’s constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of Improvement Area No. 2. See “–Property Values and Property Development – Land Development” above. See also “–Voter Initiatives” below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2024 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the

electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The levy of the Special Taxes and the issuance of special tax bonds of the City for Improvement Area No. 2 were each authorized by not less than a two-thirds vote of the landowners within Improvement Area No. 2 who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2024 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on Improvement Area No. 2 can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City’s Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district....”) and Article XIIIC, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District (including Improvement Area No. 2), there were no registered voters within the District (including Improvement Area No. 2) at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court’s holding does not apply to the special tax election held for Improvement Area No. 2.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: “Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax....”

Landowner voters approved the Special Taxes and the issuance of bonds for Improvement Area No. 2 in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by Improvement Area No. 2 and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax.

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and

personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the 2024 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2024 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area No. 2, including the Master Developer, the Merchant Builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within Improvement Area No. 2.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City

The City has covenanted for the benefit of owners of the 2024 Bonds to provide certain financial information and operating data relating to Improvement Area No. 2 by not later than nine months after the end of the City’s fiscal year (presently June 30) in each year (the “**City Annual Report**”) commencing with its report for Fiscal Year 2023-24 (due April 1, 2025) and to provide notices of the occurrence of certain enumerated events; provided, the first annual report due April 1, 2025 shall be satisfied by posting the City’s audited financial statements for Fiscal Year 2023-24.

The City Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is summarized in “APPENDIX E – FORM OF CONTINUING DISCLOSURE UNDERTAKINGS.”

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

- (1) The Annual Report for Fiscal Year 2019-20 for one series of the City's outstanding bonds did not initially fulfill all content requirements; a remedial filing was done approximately 3 months later.
- (2) For its Annual Report for Fiscal Year 2021-22, while the City filed unaudited financial statements and then its audited financial statements when available, the unaudited financial statements were not timely filed with respect to certain bond issues.
- (3) The City has not in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations. However, the City has submitted all undisclosed significant event notices of changes in ratings occurring during the last five years on all currently outstanding obligations.

The City believes it has made corrective filings to address the known instances during the last five years of past delayed or failure to file annual reports, omissions of required information and/or rating changes to be filed under its prior continuing disclosure undertakings.

The Merchant Builders

General. Each of the Merchant Builders has voluntarily covenanted for the benefit of owners of the 2024 Bonds to provide certain information and operating data relating to the property it or its affiliates owns or is under option to acquire in Improvement Area No. 2 by not later than May 1 and November 1 of each year, beginning with the report due May 1, 2025 (the “**Merchant Builder Periodic Reports**”) and to provide notices of the occurrence of certain enumerated events. The obligation of the Merchant Builders to provide such information is in effect until such time as a Merchant Builder (and its affiliates) no longer own or is under option to acquire property in Improvement Area No. 2 collectively responsible for 20% or more of the Special Taxes.

D.R. Horton Continuing Disclosure Compliance. D.R. Horton's Sacramento Division is the division which will be responsible for complying with its obligations under its Developer Continuing Disclosure Certificate. D.R. Horton has advised the City that, based on a review of prior continuing disclosure obligations in Northern California, encompassing D.R. Horton's Sacramento and Bay Area Divisions, D.R. Horton has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years.

Lennar Homes Continuing Disclosure Compliance. Lennar Homes has advised the City that, other than as disclosed in this paragraph, to the actual knowledge of Lennar Homes, Lennar

Homes has not failed in any material respect to comply with any previous undertaking by it to provide periodic continuing disclosure reports or notices of material events with respect to community facilities districts or assessment districts in California within the past five years. However, (i) in connection with the \$16,780,000 California Municipal Finance Authority Special Tax Revenue Bonds BOLD Program Series 2020B, Lennar Homes inadvertently failed to file the initial Semi-Annual Report by the due date of May 1, 2021, but filed a curative report on May 21, 2021; and (ii) in connection with the \$5,795,000 City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2021B, Lennar Homes inadvertently failed to file the initial annual report by the due date of April 1, 2022, but filed a curative report on September 21, 2022.

Meritage Prior Continuing Disclosure Compliance. Meritage's Northern California division will be responsible for compliance with its obligations under its Continuing Disclosure Certificate. Meritage has advised the District that, except as described in the following paragraph, based on a review of prior continuing disclosure obligations in Northern California, Meritage has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district bond issues in Northern California within the past five years.

However, in connection with a continuing disclosure obligation entered into with respect to the \$14,735,000 Improvement Area No. 1 of the City of Dixon Community Facilities District No. 2019-1 (Homestead) Special Tax Bonds, Series 2020, Meritage was late in filing its first periodic report due June 15, 2021. The oversight was discovered in August 2021, and Meritage promptly filed a curative report on August 23, 2021 or approximately two months after the due date. Additionally, in connection with the phased acquisition of lots from the master developer of property within the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 ("Roseville CFD No. 1, IA No. 1"), Meritage executed a Continuing Disclosure Certificate (Assumption by Builder), dated August 13, 2021 (the "CDC Assumption"), with respect to the acquisition of Villages C-11 (34 projected units), C-12 (95 projected units), C-14 (20 projected units), and C-15 (20 projected units). The CDC Assumption relates to the issuance of \$10,905,000 City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2020, and requires the filing of periodic reports by May 1 and November 1 of each year with respect to the property referenced, commencing November 1, 2021. Meritage was late in filing its first periodic report due November 1, 2021. The oversight was discovered in late April 2022, and Meritage promptly filed a curative report on April 28, 2022 or approximately six months after the due date. Identification of the above-described events does not constitute a representation by Meritage that such events were material.

Woodside Continuing Disclosure Compliance. Woodside's Northern California Division is the division which will be responsible for complying with its obligations under its Developer Continuing Disclosure Certificate. Woodside has advised the City that, based on a review of prior continuing disclosure obligations in Northern California, Woodside has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years.

Beazer Homes Continuing Disclosure Compliance. Beazer Homes has advised the City that, based on a review of prior continuing disclosure obligations in Northern California, Beazer Homes has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Northern California within the past five years.

UNDERWRITING

The 2024 Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2024 Bonds at a price of \$_____ (which is equal to the par amount of the 2024 Bonds, plus/less an original issue premium/discount of \$_____ and less the Underwriter’s discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2024 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the “**Municipal Advisor**”) in connection with the issuance of the 2024 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2024 Bonds.

LEGAL OPINION

The validity of the 2024 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2024 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2024 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2024 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2024 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2024 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2024 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2024 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2024 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original

issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2024 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2024 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2024 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2024 Bonds who purchase the 2024 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2024 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2024 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2024 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2024 Bond (said term being the shorter of the 2024 Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2024 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2024 Bond is amortized each year over the term to maturity of the 2024 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2024 Bond premium is not deductible for federal income tax purposes. Owners of premium 2024 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2024 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2024 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2024 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2024 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2024 Bonds, or as to the consequences of owning or receiving interest on the 2024 Bonds, as of any future date. Prospective purchasers of the 2024 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2024 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2024 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2024 Bonds, the ownership, sale or disposition of the 2024 Bonds, or the amount, accrual or receipt of interest on the 2024 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2024 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2024 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2024 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2024 Bonds, or in any way contesting or affecting the validity or enforceability of the 2024 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2024 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council of the City, as the legislative body of the District.

CITY OF ROSEVILLE

By: _____
Dennis Kauffman
Assistant City Manager/
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2024 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2023 was approximately 152,928.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and Sun Splash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected by district for staggered four-year terms.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2020 through 2024, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2020	147,104	404,739	39,538,223
2021	148,506	406,443	39,327,868
2022	150,626	407,539	39,114,785
2023	152,726	410,085	39,061,058
2024	154,329	412,844	39,128,162

Source: California State Department of Finance.

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Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 2021 through 2025

Year	Area	Total Effective Buying Income (000’s Omitted)	Median Household Effective Buying Income
2021	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2022	City of Roseville	\$6,165,433	\$87,539
	Placer County	18,491,490	88,051
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Roseville	\$6,996,310	\$92,853
	Placer County	19,349,979	91,862
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Roseville	\$7,496,807	\$95,863
	Placer County	20,125,715	93,505
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Roseville	\$7,682,133	\$96,592
	Placer County	20,632,478	95,193
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 4.7 percent in September 2024, up from a revised 5.2 percent in August 2024, and above the year-ago estimate of 4.4 percent. This compares with an unadjusted unemployment rate of 5.3 percent for California and 3.9 percent for the nation during the same period. The unemployment rate was 4.3 percent in El Dorado County, 4.2 percent in Placer County, 4.9 percent in Sacramento County, and 4.9 percent in Yolo County

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2019 through 2023.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,099,300	1,093,500	1,105,400	1,112,100	1,129,200
Employment	1,059,200	996,600	1,034,400	1,069,700	1,080,500
Unemployment	40,100	96,900	71,000	42,400	48,600
Unemployment Rate	3.7%	8.9%	6.4%	3.8%	4.3%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	8,700	8,300	9,000	8,600	9,100
Mining and Logging	500	500	500	500	500
Construction	69,400	70,200	74,900	77,100	74,700
Manufacturing	36,800	36,100	37,700	40,600	40,500
Wholesale Trade	28,600	26,600	26,900	28,300	28,500
Retail Trade	100,500	95,100	100,600	100,300	99,000
Transportation, Warehousing and Utilities	32,200	34,300	37,500	40,800	41,600
Information	11,900	10,200	10,100	10,500	9,900
Finance and Insurance	35,200	34,800	34,100	33,000	30,500
Real Estate and Rental and Leasing	17,300	16,900	17,700	18,800	18,400
Professional and Business Services	137,200	132,600	137,200	139,700	134,400
Educational and Health Services	166,600	164,000	168,800	175,600	188,700
Leisure and Hospitality	109,600	83,900	93,600	108,700	112,500
Other Services	35,400	31,000	33,300	36,100	38,300
Federal Government	14,200	14,800	14,500	14,400	14,500
State Government	121,900	121,700	127,300	129,800	134,400
Local Government	105,300	98,900	98,400	102,700	107,400
Total, All Industries ⁽³⁾	1,031,200	979,800	1,021,900	1,065,400	1,083,000

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) November 2024

<u>Employer Name</u>	<u>Location</u>	<u>Industry</u>
<u>Backyard Bar & BBQ</u>	<u>Truckee</u>	<u>Restaurants</u>
<u>City of Roseville</u>	<u>Roseville</u>	<u>Alternative Fuels</u>
<u>City of Roseville California</u>	<u>Roseville</u>	<u>City Government-Executive Offices</u>
<u>Costco Wholesale</u>	<u>Roseville</u>	<u>Wholesale Clubs</u>
<u>Golfand Sunsplash Roseville</u>	<u>Roseville</u>	<u>Golf Courses-Miniature</u>
<u>Keller Williams Northeast</u>	<u>Roseville</u>	<u>Real Estate</u>
<u>Northstar California</u>	<u>Truckee</u>	<u>Resorts</u>
<u>Oracle</u>	<u>Rocklin</u>	<u>Software/Application/Platform Publishing</u>
<u>Palisades Tahoe At Alpine Mdws</u>	<u>Alpine Meadows</u>	<u>Skiing Centers & Resorts</u>
<u>Placer County Food Stamps</u>	<u>Auburn</u>	<u>County Government-Social/Human Resources</u>
<u>Placer County Sheriff</u>	<u>Auburn</u>	<u>Government Offices-County</u>
<u>Placer County Sheriff Dept</u>	<u>Tahoe City</u>	<u>Government Offices-County</u>
<u>Pride Industries</u>	<u>Roseville</u>	<u>Employment Agencies & Opportunities</u>
<u>Resort At Squaw Creek</u>	<u>Olympic Valley</u>	<u>Hotels & Motels</u>
<u>Roseville Toyota</u>	<u>Roseville</u>	<u>Automobile Dealers-New Cars</u>
<u>Sheriff's Training</u>	<u>Auburn</u>	<u>Government Offices-County</u>
<u>Sierra Joint Cmnty Clq Dist</u>	<u>Rocklin</u>	<u>School Districts</u>
<u>Superior Equipment Repair</u>	<u>Lincoln</u>	<u>Repair Shops & Related Services NEC</u>
<u>Sutter Auburn Faith Hospital</u>	<u>Auburn</u>	<u>Hospitals</u>
<u>Sutter Roseville Med Ctr Fndtn</u>	<u>Roseville</u>	<u>Hospitals</u>
<u>Tasq Technology</u>	<u>Roseville</u>	<u>Importers (whls)</u>
<u>Thunder Valley Casino Resort</u>	<u>Lincoln</u>	<u>Casinos</u>
<u>Union Pacific Railroad Co</u>	<u>Roseville</u>	<u>Railroads</u>
<u>Walmart Supercenter</u>	<u>Rocklin</u>	<u>Department Stores</u>
<u>Walmart Supercenter</u>	<u>Roseville</u>	<u>Department Stores</u>

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition. Employer information is provided by Data Axel

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Annual Comprehensive Financial Report for fiscal year ending June 30, 2023.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2023

<u>Employer</u>	<u>Number of Employees</u>
The Kaiser Permanente Medical Group & Foundation Group	5,760
Sutter Roseville Medical Group	5,080
TopGolf	1,970
City of Roseville	1,620
Adventist Health	1,620
Roseville City School District	1,240
Union Pacific Railroad Company	1,150
Roseville Joint Union High School	1,084
Flexcare LLC	1,000
Penumbra	810
Hewlett-Packard	630
Total – Top Ten	<u>20,814</u>
Total City-Wide Employment	80,543

Source: City of Roseville Annual Comprehensive Financial Report for Fiscal Year 2022-23.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2019 through 2023.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

<u>Permit Valuation</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
New Single-family	\$265,615.3	\$322,748.5	\$467,676.3	\$420,490.6	\$384,082.0
New Multi-family	6,855.8	46,469.0	0.0	1,552.1	86,153.7
Res. Alterations/Additions	<u>16,133.8</u>	<u>5,126.3</u>	<u>39,648.3</u>	<u>5,529.1</u>	<u>26,828.8</u>
Total Residential	\$288,604.9	\$374,343.8	\$507,324.6	\$427,571.8	\$497,064.5
New Commercial	\$24,136.7	\$23,230.8	\$16,627.7	\$40,882.5	\$48,155.6
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	9,358.1	12,610.6	12,351.9	7,312.1	23,079.0
Com. Alterations/Additions	<u>46,155.6</u>	<u>24,553.9</u>	<u>29,192.0</u>	<u>42,938.9</u>	<u>36,498.8</u>
Total Nonresidential	\$79,650.40	\$60,395.3	\$58,171.6	\$91,133.5	\$107,733.40
<u>New Dwelling Units</u>					
Single-Family	1,001	1,226	1,860	1,618	1,307
Multiple Family	<u>65</u>	<u>372</u>	<u>0</u>	<u>18</u>	<u>1,547</u>
Total New Dwelling Units	1,066	1,598	1860	1,636	2,854

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2024-25 assessment roll totaled \$110,562,469,152 as compared to the prior year's assessment roll of \$104,323,515,275, which reflected a 5.98% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2019 through 2023.

**BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)**

	2019	2020	2021	2022	2023
<u>Permit Valuation</u>					
New Single-family	\$693,647.7	\$827,822.1	\$1,323,114.6	\$1,193,148.4	\$1,128,885.0
New Multi-family	7,896.7	72,442.8	11,183.1	40,312.6	90,008.1
Res. Alterations/Additions	<u>86,964.2</u>	<u>52,440.8</u>	<u>107,613.1</u>	<u>82,331.3</u>	<u>123,244.1</u>
Total Residential	\$788,508.6	\$952,705.7	\$1,441,910.8	\$1,315,792.3	\$1,342,137.2
 New Commercial	 \$73,609.7	 \$58,855.0	 \$52,238.1	 \$105,124.2	 \$82,889.3
New Industrial	268.7	25.0	1,155.5	0.0	1,917.2
New Other	110,951.1	76,576.0	73,032.7	116,224.1	143,354.2
Com. Alterations/Additions	<u>78,159.7</u>	<u>49,149.7</u>	<u>58,371.2</u>	<u>80,371.0</u>	<u>89,283.0</u>
Total Nonresidential	\$262,989.2	\$184,605.7	\$184,797.5	\$301,719.3	\$317,443.70
 <u>New Dwelling Units</u>					
Single-Family	2,080	2,552	4,176	3,701	2,959
Multiple Family	<u>71</u>	<u>540</u>	<u>66</u>	<u>351</u>	<u>1,588</u>
Total New Dwelling Units	2,151	3,092	4,242	4,052	4,547

Source: Construction Industry Research Board, Building Permit Summary.

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Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during the first two quarters of calendar year 2024 in the City were reported to be \$2,942,911,583, a 2.70% increase in the total taxable sales of \$2,865,607,686 reported during the same comparable quarter of calendar year 2023.

CITY OF ROSEVILLE
Taxable Transactions
Calendar Years 2019 through 2023
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2019	3,748	\$4,021,058	5,578	\$4,889,702
2020	3,912	3,692,180	5,968	4,425,817
2021	3,623	4,800,774	5,602	5,618,718
2022	3,676	5,039,926	5,847	5,960,761
2023	3,600	4,925,006	5,725	5,811,774

Source: State Department of Tax and Fee Administration

The total taxable sales during the first two quarters of calendar year 2024 in the County were reported to be \$6,517,056,616, a 4.11% increase in the total taxable sales of \$6,259,996,006 reported during the same comparable quarter of calendar year 2023.

PLACER COUNTY
Taxable Transactions
Calendar Years 2019 through 2023
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2019	8,771	\$7,943,537	14,193	\$10,341,805
2020	9,165	7,931,068	15,141	10,319,123
2021	8,130	9,627,064	13,720	12,632,960
2022	8,201	10,051,067	14,163	13,392,761
2023	7,964	9,603,041	13,787	12,986,078

Source: State Department of Tax and Fee Administration.

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in Roseville, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport is serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

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[Closing Date]

OPINION: \$_____ City of Roseville Creekview Community Facilities District No. 1
(Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2024

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the “City”) in connection with the issuance by the City of the \$ _____ City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2024 (the “Bonds”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the “Act”) and a Fiscal Agent Agreement dated as of July 1, 2023, as supplemented and amended by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2024 (together, the “Fiscal Agent Agreement”), by and between the City, on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities), and U.S. Bank Trust Company, National Association, as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of _____, 2024, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2024 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of July 1, 2023, as supplemented and amended by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____, 2024 (together, the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2025, with the report for Fiscal Year 2023-24, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided, the first annual report due April 1, 2025 shall be satisfied by posting the City’s audited financial statements for Fiscal Year 2023-24. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB a notice to such effect, in an electronic format as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of Improvement Area No. 2.

(ii) Balance in the Improvement Fund.

(iii) Balance in 2024 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2024 Reserve Account of the Reserve Fund, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within Improvement Area No. 2.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status and land use classification, to the extent shown in City records as of April 30 of the preceding fiscal year and assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of a fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Creekview Community
Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

CONTINUING DISCLOSURE CERTIFICATE
([Name of Merchant Builder])

THIS CONTINUING DISCLOSURE CERTIFICATE ([NAME OF MERCHANT BUILDER]) (the “**Disclosure Certificate**”) dated as of _____, 2024, is executed by _____ (the “**Builder**”) in connection with the execution and delivery by the City of Roseville of its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2024 (the “**Bonds**”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of July 1, 2023, as supplemented and amended by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____, 2024 (together, the “**Fiscal Agent Agreement**”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent.

The Builder covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Builder for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Affiliate**” means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Builder, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the Builder’s ability to pay the Special Taxes levied on the Property prior to delinquency).

“**Assumption Agreement**” means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to property owned by such Major Owner in Improvement Area No. 2), whereby such Major Owner agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the Property in Improvement Area No. 2 owned by such Major Owner, at the option of the Builder or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

“**Dissemination Agent**” means the Builder, or any successor Dissemination Agent designated in writing by the Builder, and which has filed with the Builder, the City and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“**District**” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities).

“**Hearthstone Land Bank**” means [FOR D.R. HORTON: Winding Creek C-21 – Roseville L.P.] [FOR LENNAR: Angelo Gordon & Co.]; [FOR MERITAGE/ WOODSIDE: NOT APPLICABLE].

“Improvement Area No. 2” means the improvement area designated as such within the District.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any date of determination, a Person that owns land in Improvement Area No. 2 that is collectively responsible for 20% or more of the Special Taxes in Improvement Area No. 2.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such in the future.

“Official Statement” means the final Official Statement executed by the City in connection with the issuance of the Bonds.

“Option Agreement” means that [FOR D.R. HORTON: Option and Development Agreement dated April 20, 2023, between the Hearthstone Land Bank and the Builder] [FOR LENNAR: Angelo Gordon & Co.]; [FOR MERITAGE/LENNAR/WOODSIDE: NOT APPLICABLE].

“Participating Underwriter” means Piper Sandler & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Builder pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means, as of the date of determination, the real property within the boundaries of Improvement Area No. 2 that is owned by (i) the Builder, (ii) any Affiliate of the Builder, (iii) [FOR D.R. HORTON ONLY: Hearthstone Land Bank (during the term of the Option Agreement),] and (iv) the property in Improvement Area No. 2 that the Builder sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) and that is owned by such Major Owner.

“Report Date” means May 1 and November 1 of each year.

“Special Taxes” means the special taxes levied on the Property for Improvement Area No. 2.

Section 3. Provision of Periodic Reports.

(a) So long as Builder’s obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Builder shall, or, upon written direction of the Builder the Dissemination Agent shall, not later than the Report Date, commencing May 1, 2025, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of

Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Builder shall provide the Periodic Report to the Dissemination Agent (if different from the Builder). The Builder shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Builder), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent (if different than the Builder), the Participating Underwriter and the City may conclusively rely upon such certification of the Builder and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Builder) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Builder that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Builder to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Builder does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB to such effect, in substantially the form prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

(c) The Dissemination Agent shall:

- (i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and
- (ii) to the extent the Periodic Report has been furnished to it, file a report with the Builder (if the Dissemination Agent is other than the Builder), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Exhibit A relating to the Builder, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Builder or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Builder shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Builder's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Builder shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Builder and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Builder, that is reasonably likely to have a significant impact on the Builder's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Builder upon discovery thereof;

(iii) filing of a lawsuit of which the Builder is aware against the Builder or an Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Builder's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Builder on any loan with respect to the construction of improvements on the Property that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Builder obtains knowledge of the occurrence of a Listed Event, the Builder shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Builder determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Builder shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Builder's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds;

(ii) at such time as the Property in Improvement Area No. 2 is collectively responsible for less than 20% of the Special Taxes; or

(iii) the date on which all of the Special Taxes attributable to the Property are prepaid in full.

The Builder shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Builder hereunder with respect to the Property conveyed to the Major Owner may be assumed by such Major Owner, and the Builder's obligations hereunder with respect to the Property conveyed will be terminated. In order to effect such assumption, such Major Owner shall enter into an Assumption Agreement in form and substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the City and the Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the Property conveyed to such Major Owner will become subject to future Periodic Reports. If a Major Owner required by this Section 6(b) to enter into an Assumption Agreement does not enter into an Assumption Agreement, then the Builder shall continue reporting on the Property conveyed to the Major Owner so long as it is owned by such Major Owner or until an Assumption Agreement is executed or until the Builder's obligations may be terminated in accordance with Section 6(a).

Section 7. Dissemination Agent. The Builder may, from time to time, appoint or engage a Dissemination Agent to assist the Builder in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Builder and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Builder may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Builder with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Builder from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Builder chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Builder shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Builder to comply with any provision of this Disclosure Certificate, the City, the Participating Underwriter, and any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Builder to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Builder to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Builder agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an “**Indemnified Party**”), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party’s negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent (if other than the Builder) shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the CFD in accordance with the Dissemination Agent’s schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Builder, the Bond owners, or any other party. The obligations of the Builder under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic, regular, or overnight mail as follows:

To the Builder:

Attn: _____

Email: _____

To the City:

City of Roseville
Attn: CFD Administrator
311 Vernon Street
Roseville, CA 95678

To the Participating
Underwriter:

Piper Sandler & Co.
Attn: Managing Director
2321 Rosecrans Avenue, Suite 3200
El Segundo, CA 90245

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Builder (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Builder hereunder shall be assumed by any legal successor to the obligations of the Builder as a result of a sale, merger, consolidation or other reorganization.

IN WITNESS WHEREOF, the Builder has executed this Disclosure Certificate as of the date first above written.

_____,
a _____

By: _____
Name:
Title:

EXHIBIT A

PERIODIC REPORT

[MAY 1, ____ / NOVEMBER 1, ____]

\$ _____

CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate ([Name of Merchant Builder]) (the “**Disclosure Certificate**”) dated _____, 2024, executed by the undersigned (the “**Builder**”) in connection with the issuance of the above-captioned bonds by the City of Roseville (the “**City**”) with respect to its City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the due date of this Periodic Report).

A. Description of the Property in Improvement Area No. 2, in substance and form similar to such information in the Official Statement for the Bonds under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [Meritage] [D.R. Horton]”:

B. Updated information regarding land development and home construction activities with respect to the Property described in the Official Statement for the Bonds under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [Meritage] [D.R. Horton]” or the Periodic Report last filed in accordance with the Disclosure Certificate, [FOR D.R. HORTON and LENNAR: including the number of parcels acquired by the Builder from the Land Bank pursuant to the Option Agreement]:

C. Status of building permits and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [Meritage] [D.R. Horton]” or the Periodic Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to the Property, including sales of land in Improvement Area No. 2 to other property owners (other than individual homeowners).

II. Legal and Financial Status of Builder

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Builder or the financial condition and financing plan of the Builder that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Builder has changed, describe all material terms of the new ownership structure.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Builder or the Property contained in the Official Statement under the heading “MERCHANT BUILDER INFORMATION – [Lennar Homes] [Woodside] [Meritage] [D.R. Horton]” that would materially and adversely interfere with the Builder’s ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Builder as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

On behalf of the Builder, the undersigned officer or authorized representative, based on actual knowledge after reasonable inquiry of employees of Builder and its affiliates, hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Builder under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE BUILDER, THE DEVELOPMENT OF THE PROPERTY, THE BUILDER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE BUILDER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE BUILDER. THE BUILDER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE BUILDER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

By: _____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2024 Bonds, payment of principal, interest and other payments on the 2024 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer and Agent believe to be reliable, but neither Issuer nor Agent takes no responsibility for the accuracy thereof.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
FISCAL AGENT AGREEMENT**

by and between

CITY OF ROSEVILLE

and

**U.S. BANK TRUST COMPANY, National Association,
as Fiscal Agent**

Dated as of _____ 1, 2024

Relating to:

**\$ _____
City of Roseville
Creekview Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 2
Special Tax Bonds
Series 2024**

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EXHIBIT A - FORM OF 2024 BONDS

SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT (this “Supplemental Agreement No. 1” or “Agreement”), dated as of _____ 1, 2024, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”) for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “District”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as fiscal agent (the “Fiscal Agent”) under a Fiscal Agent Agreement, dated as of July 1, 2023 (the “Original Fiscal Agent Agreement”) by and between the Fiscal Agent and the City.

RECITALS:

WHEREAS, this City Council (the “Council”) of the City of Roseville (the “City”) has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the “Act”), to form the Creekview Community Facilities District No. 1 (Public Facilities) (the “District”) and establish the Creekview Community Facilities District No. 1 (Public Facilities) (Future Annexation Area) (the “Future Annexation Area”); to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, this Council has also authorized land to be annexed to the District from the Future Annexation Area by unanimous consent of the owner(s) of land proposed to be annexed, and pursuant to a Unanimous Consent, Waiver and Vote of Sole Landowner, dated July 6, 2022 land designated as Improvement Area No. 2 of the District (“Improvement Area No. 2”) was annexed to the District and bonded indebtedness for Improvement Area No. 2 was authorized in the amount not to exceed \$111,000,000 (the “Authorization”); and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, on July 26, 2023, the City issued, for and on behalf of the District, \$14,300,000 initial principal amount of City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2023 (the “2023 Bonds”) for the purpose of financing various public improvements authorized to be funded by the District, which 2023 Bonds constituted the first series of bonds issued pursuant to the Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on parity with the 2023 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2024 (the “2024 Bonds”), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, in providing for the issuance of the 2024 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.01 of the Original Fiscal Agent Agreement; and

WHEREAS, this Supplemental Agreement No. 1 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2024 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and secured under the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, on parity with the 2023 Bonds; and

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 1 pursuant to Sections 5.17 of the Original Fiscal Agent Agreement to provide for the issuance of the 2024 Bonds; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2024 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 1 have been in all respects duly authorized.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.01 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby supplemented (as supplemented, the "Fiscal Agent Agreement") by adding a new article thereto to be designated as Article X. Such Article X shall read in its entirety as follows:

ARTICLE X

2024 BONDS

Section 10.01. Definitions. The Original Fiscal Agent Agreement is amended to add and/or modify the following definitions to Section 1.03.

"Article X" means this Article X which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 1, together with all amendments of and supplements to this Article X entered into pursuant to the provisions of Section 8.01.

"Closing Date" means with respect to each series of Bonds, the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser thereof, for the 2024 Bonds being _____, 2024.

“Continuing Disclosure Certificate” means (i) with respect to the 2023 Bonds, the Continuing Disclosure Certificate, dated as of July 26, 2023, by and among the City and Willdan Financial Services, and (ii) with respect to the 2024 Bonds, the Continuing Disclosure Certificate, dated as of _____, 2024, by and among the City and Willdan Financial Services in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Interest Payment Dates” means (i) with respect to the 2023 Bonds, March 1 and September 1 of each year, commencing September 1, 2023, and (ii) with respect to the 2024 Bonds, March 1 and September 1 of each year, commencing March 1, 2025.

“Supplemental Agreement No. 1” means Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2024, between the City, for and on behalf of the District, and the Fiscal Agent.

“2024 Bonds” means the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2024, authorized to be issued under Section 10.02.

“2024 Capitalized Interest Account” means the account by that name established in Section 3(C) of this Supplemental Agreement No. 1.

“2024 Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2024 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2024 Bonds, municipal advisor fees, 2024 Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2024 Bonds and other costs, charges and fees in connection with the foregoing.

“2024 Costs of Issuance Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 10.07.

“2024 Improvement Account” means the account by that name established in Section 3(B) of this Supplemental Agreement No. 1.

“2024 Reserve Account of the Reserve Fund” means the account by that name established in Section 10.06(B).

“Term 2024 Bonds” means the 2024 Bonds maturing September 1, _____, September 1, _____, September 1, _____ and September 1, _____

Section 10.02. Authorization of 2024 Bonds. 2024 Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California.

Section 10.03. Terms of 2024 Bonds.

(A) Form; Denominations. The 2024 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

(B) Date of Bonds. The 2024 Bonds shall be dated the Closing Date for the 2024 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2024 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2024 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2024 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2024 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

<u>Maturity Date</u> <u>(September</u> <u>1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>(770870)</u>
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[†] Term Bond.

(E) Interest and Method of Payment. Interest on the 2024 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.03, and payments shall be made on the 2024 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being March 1, 2025.

Section 10.04. Redemption of 2024 Bonds.

(A) Redemption Dates.

(i) Optional Redemption. The 2024 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, ____ at the following respective

redemption prices (expressed as percentages of the principal amount of the 2024 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, ____ through August 31, ____	103%
September 1, ____ through August 31, ____	102
September 1, ____ through August 31, ____	101
September 1, ____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2024 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the Bonds and Additional Bonds as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, ____ through and including March 1, ____	103%
September 1, ____ and March 1, ____	102
September 1, ____ and March 1, ____	101
September 1, ____ and any Interest Payment Date thereafter	100

Prepayments and amounts released from the 2024 Reserve Account in connection with Prepayments will be allocated to the redemption of the 2024 Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2024 Bonds and shall be applied to redeem 2024 Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify that Prepayments be applied to one or more maturities of the 2024 Bonds so long as there is delivered to the Fiscal Agent a certification of a Special Tax consultant or administrator that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Property in Improvement Area No. 2 is not less than 110% of Maximum Annual Debt Service.

(iii) Mandatory Sinking Payment Redemption. The Term 2024 Bonds maturing September 1, ____, September 1, ____ and September 1, ____ are subject to mandatory sinking payment redemption in part on September 1, ____, September 1, ____ and September 1, ____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, _____

**Sinking Fund
Redemption Date
(September 1)**

**Sinking Fund
Payment**

(maturity)

Term Bonds Maturing September 1, _____

**Sinking Fund
Redemption Date
(September 1)**

**Sinking Fund
Payment**

(maturity)

Term Bonds Maturing September 1, _____

**Sinking Fund
Redemption Date
(September 1)**

**Sinking Fund
Payment**

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term 2024 Bonds pursuant to Section 10.04(A)(i) or (ii) above. In the event of a redemption pursuant to Section 10.04(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2024 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 45 days prior to the applicable redemption date, unless waived by the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 10.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2024 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2024 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to

the date of purchase and any premium which would otherwise be due if such 2024 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by electronic or first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2024 Bonds designated for redemption, at their addresses appearing on the 2024 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2024 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2024 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2024 Bond numbers of the 2024 Bonds to be redeemed by giving the individual CUSIP number and 2024 Bond number of each 2024 Bond to be redeemed or shall state that all 2024 Bonds between two stated 2024 Bond numbers, both inclusive, are to be redeemed or that all of the 2024 Bonds of one or more maturities have been called for redemption, shall state as to any 2024 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2024 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2024 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2024 Bonds under Section 10.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2024 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2024 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2024 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2024 Bonds of any maturity, the Fiscal Agent shall select the 2024 Bonds to be redeemed, from all 2024 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2024 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2024 Bond or 2024 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2024 Bond or 2024 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2024 Bonds

so called for redemption shall have been deposited in the Bond Fund, such 2024 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2024 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2024 Bonds and issue a certificate of destruction thereof to the City.

Section 10.05. Form of 2024 Bonds; Authentication and Delivery.

(A) Form of 2024 Bonds. The 2024 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit C attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2024 Bonds. The 2024 Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2024 Bond ceases to be such officer before delivery of the 2024 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2024 Bonds to the Owner. Any 2024 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2024 Bond shall be the proper officers of the City although at the nominal date of such 2024 Bond any such person shall not have been such officer of the City.

Only such of the 2024 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit C, manually or electronically executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2024 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2024 Bonds. At any time after the execution of Supplemental Agreement No. 1 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2024 Bonds as Additional Bonds have been met, the City may issue the 2024 Bonds for the District in the aggregate principal amount set forth in Section 10.02 and deliver the 2024 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2024 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 1, to authorize the payment of 2024 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2024 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2024 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2024 Bonds in a like manner as applied to the 2023 Bonds.

Section 10.06. Application of Proceeds of Sale of 2024 Bonds.

(A) The proceeds of the purchase of the 2024 Bonds by the Original Purchaser in the amount of \$_____, which is the principal amount thereof (\$_____.00) plus original issue premium of \$_____ and less Underwriter's discount of \$_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the 2024 Improvement Account of the Improvement Fund \$_____;

(ii) Deposit in the 2024 Reserve Account of the Reserve Fund \$_____, equaling the initial amount of the Reserve Requirement for the 2024 Bonds;

(iii) Deposit in the 2024 Capitalized Interest Account of the Bond Fund \$_____; and

(iv) Deposit in the 2024 Costs of Issuance Fund \$_____.

(B) In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2024 Reserve Account," into which the amounts set forth in Section 10.06(A)(ii) shall be deposited. The 2024 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in the Agreement. Amounts available in the 2024 Reserve Account shall be available to pay interest and principal on the 2024 Bonds in accordance with this Agreement.

(C) The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 10.06.

Section 10.07. 2024 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2024 Costs of Issuance Fund," which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2024 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2024 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2024 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the 2024 Costs of Issuance Fund until 6 months after the Closing Date, and shall transfer any moneys remaining therein on such date, including any investment earnings thereon, to the 2024 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2024 Improvement Account and the Fiscal Agent shall close the 2024 Costs of Issuance Fund. Moneys in the 2024 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2024 Costs of Issuance Fund to be used for the purposes of such fund.

Section 10.08. Procedure for Disbursement of 2024 Improvement Account.

(A) Disbursements. Disbursements from the 2024 Improvement Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2024 Improvement Account and to the 2024 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 10.09. Security for 2024 Bonds. The 2024 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article X.

Section 10.10. Effect of this Article X. Except as in this Article X expressly provided or except to the extent inconsistent with any provision of this Article X, the 2024 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2024 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article X.

SECTION 2. Attachment of Exhibit C. The Original Fiscal Agent Agreement is hereby further supplemented and amended by incorporating therein an Exhibit C setting forth the form of the 2024 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement is hereby further amended as follows:

(A) Section 2.06 of the Agreement is amended by adding an additional paragraph thereto at the beginning of the Section which reads as follows:

"Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information."

(B) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new third sentence thereof, the following: “There is also hereby created within the Improvement Fund a separate account designated as the “2024 Improvement Account” of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2024 Bond proceeds directed to the Improvement Fund pursuant to Section 10.06 and 10.08.

(C) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: “There is also hereby created within the Bond Fund a “2024 Capitalized Interest Account” which account is hereby established for purposes of accounting for the disposition of 2024 Bonds, a portion of the proceeds of which will be deposited to such 2024 Capitalized Interest Account pursuant to Section 10.06. The amount deposited to the 2024 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2024 Bonds, and the amount deposited to the 2024 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2024 Bonds as follows:

March 1, 2025 and September 1, 2025:	The amount necessary, taking into account any amounts then on deposit in the Bond Fund available for such purpose, to pay interest on the 2024 Bonds on the Interest Payment Date which occurs on such dates.
---	---

Any excess amounts therein on September 2, 2025 shall be transferred to the Special Tax Fund, and the 2024 Capitalized Interest Account shall thereupon be closed.

(D) The first paragraph of Section 4.03(A) is amended to add a new second paragraph as follows:

Establishment of 2024 Reserve Account of the Reserve Fund. There is hereby established as a separate account within the Reserve Fund to be held by the Fiscal Agent, the 2024 Reserve Account, to the credit of which a deposit shall be made as required by Section 10.06(A)(ii). Moneys in the 2024 Reserve Account shall be held in trust by the Fiscal Agent for the benefit of the Owners of the 2024 Bonds for the payment of principal of, and interest on, all Outstanding 2024 Bonds and shall be subject to a lien in favor of the Owners of the 2024 Bonds on an equal basis.

(E) Subsection (a) of the definition of “Reserve Requirement” is amended to read as follows:

“(a) the Reserve Requirement for the 2023 Bonds shall not increase after the date of issuance of the 2023 Bonds, nor shall the Reserve Requirement for any series of Additional Bonds increase after the date of issuance of such series,”

(F) References in the Fiscal Agent Agreement to the 2023 Bonds or 2024 Bonds which, if the context requires reference to the 2023 Bonds, 2024 Bonds and/or any Additional Bonds in order to maintain the parity relationship of the 2023 Bonds, 2024 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to “Bonds” as defined in the Original Fiscal Agent Agreement rather than “2023 Bonds” or “2024 Bonds.”

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 1 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 1. The City hereby declares that it would have entered into this Supplemental Agreement No. 1 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2024 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 1 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 1 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 1 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 1 to Fiscal Agent Agreement to be executed as of _____ 1, 2024.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Creekview Community Facilities District No. 1
(Public Facilities)

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Fiscal Agent

By: _____
DOMINICK CASEY
City Manager

By: _____
Vice President

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

**EXHIBIT C
FORM OF 2024 BONDS**

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

INTEREST RATE:
_____ %

MATURITY DATE:
September 1, 20__

BOND DATE:
_____, 2024

CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) to be collected in Improvement Area No. 2 of the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2025 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank Trust Company, National Association, in San Francisco, California, as fiscal agent (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date

upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City adopted on November 3, 2024 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds Series 2024" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of July 1, 2023, as amended by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2024, by and between the City and the Fiscal Agent (as so supplemented and amended, the "Agreement"), and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in Improvement Area No. 2 of the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County of Placer (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, ____ through August 31, ____	103%
September 1, ____ through August 31, ____	102
September 1, ____ through August 31, ____	101
September 1, ____ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the Bonds and Additional Bonds as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, ____ through and including March 1, ____	103%
September 1, ____ and March 1, ____	102
September 1, ____ and March 1, ____	101
September 1, ____ and any Interest Payment Date thereafter	100

Prepayments and amounts released from the 2024 Reserve Account in connection with Prepayments will be allocated to the redemption of the Bonds and any Additional Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the Bonds and any Additional Bonds and shall be applied to redeem Bonds and Additional Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify that Prepayments be applied to one or more maturities of the Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a certification of a Special Tax consultant or administrator that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Property in Improvement Area No. 2 is not less than 110% of Maximum Annual Debt Service.

The Term Bonds maturing September 1, ____, September 1, ____ and September 1, ____ are subject to mandatory sinking payment redemption in part on September 1, ____, September 1, ____ and September 1, ____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, _____

**Sinking Fund
Redemption Date
(September 1)**

**Sinking Fund
Payment**

(maturity)

Term Bonds Maturing September 1, _____

**Sinking Fund
Redemption Date
(September 1)**

**Sinking Fund
Payment**

(maturity)

Term Bonds Maturing September 1, _____

**Sinking Fund
Redemption Date
(September 1)**

**Sinking Fund
Payment**

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the

Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE, for and on behalf of the
CITY OF ROSEVILLE CREEKVIEW
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2024

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, *as Fiscal Agent*

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

\$ _____
**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

BOND PURCHASE AGREEMENT

_____, 2024

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Piper Sandler & Co. (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Roseville, California (the “**City**”) acting on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2024 (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2025) at the rates per

annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of July 1, 2023, as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2024 (collectively, the “**Fiscal Agent Agreement**”), each by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”), and approved by a resolution adopted by the City Council of the City (the “**City Council**”), acting as the legislative body of the District, on _____, 2024 (the “**Resolution of Issuance**”). The Bonds and interest thereon will be payable from a special tax (the “**Special Tax**”) levied and collected on the taxable land within the District in accordance with a Resolution of Intention adopted by the City Council on October 2, 2019, a Resolution of Formation adopted by the City Council on November 6, 2019 (together with the Resolution of Intention, the “**Resolution of Formation**”) and the Unanimous Consent and Waiver of the Master Developer (as defined herein) (the “**Unanimous Consent**”) allowing for the annexation of Improvement Area No. 2 (“**Improvement Area No. 2**”) to the District. The Bonds are payable from the Special Tax on a parity with the outstanding City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2023 (the “**2023 Bonds**”).

Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “**Law**”), to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the Bonds, (iii) provide capitalized interest for debt service due on the Bonds through and including September 1, 2025, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation and Ordinance No. 6163, adopted by the City Council on December 4, 2019, are collectively referred to herein as the “**District Resolutions.**”

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the “**City Certificate**”), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2024 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the “**Preliminary Official Statement**”), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Certificate**”), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of

the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the “**MSRB**”) through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2024, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City (“**Bond Counsel**”), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject to Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an “**issue price**” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor, Hilltop Securities Inc. (the “**Municipal Advisor**”) and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to

the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “**public**” means any person other than an underwriter or a related party;

(2) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “**sale date**” means the date of execution of this Purchase Agreement by the City and the Underwriter.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**State**”) and has duly authorized the formation of the District and the designation of Improvement Area No. 2 therein, pursuant to the Resolution of Formation, the Unanimous Consent and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the “**Notice of Special Tax Lien**”) (such District Resolutions, Unanimous Consent and Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 2 therein has been properly designated. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the “**District Documents**”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or

consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law, elections within the District to approve the levy of the Special Tax within Improvement Area No. 2 of the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within Improvement Area No. 2 of the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws

of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the “end of the underwriting period” (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter’s opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term “**end of the underwriting period**” means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period.”

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for

federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT,” “THE MASTER DEVELOPER” and “MERCHANT BUILDER INFORMATION,” as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT,” “THE MASTER DEVELOPER” and “MERCHANT BUILDER INFORMATION,” as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth LLP (“**Stradling**”), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal

income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the “SEC”), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter’s reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within Improvement Area No. 2 or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the Improvement Area No. 2;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 3(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied

under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California, the District is duly organized and validly existing as a community facilities district under the laws of the State of California and Improvement Area No. 2 has been properly designated therein; (iii) the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iv) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (v) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (vi) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Willdan Financial Services (the “**Special Tax Consultant**”) addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2) of Taxable Property in Improvement Area No. 2 less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 2) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Bond Year that begins in such Fiscal Year on the Bonds and the 2023 Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official

Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Letter of Representations of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, (the “**Master Developer**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the “**Master Developer Letter of Representations**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Master Developer dated the Closing Date, substantially in the form attached as Exhibit E hereto (the “**Master Developer Closing Certificate**”);

(12) A Letter of Representations from each of Lennar Homes of California, LLC, a California limited liability company (“**Lennar Homes**”), Meritage Homes of California, Inc., a California corporation (“**Meritage Homes**”), Woodside 05N LP, a California limited partnership (“**Woodside Homes**”), D.R. Horton CA2, Inc., a California corporation (“**D.R. Horton Homes**”), _____, a _____ (“**Tri Pointe Homes**”) and _____, a _____ (“**Beazer Homes**” and, together with Lennar Homes, Meritage Homes, Woodside Homes, D.R. Horton Homes and Tri Pointe Homes, the “**Builders**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit F, G, H, I, J and K hereto, as applicable (each a “**Builder Letter of Representations**”), or as such letters may be modified with the approval of the Underwriter and Stradling, and a closing certificate of each of the Builders dated the Closing Date, substantially in the form attached as Exhibit L hereto (each a “**Builder Closing Certificate**”);

(13) A continuing disclosure certificate executed by each of the Builders in the form included in Appendix E to the Preliminary Official Statement (each a “**Builder Continuing Disclosure Certificate**”);

(14) One or more opinions of counsel to each of the Builders addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter and Stradling, regarding (i) each Builder’s due organization and qualification to do business, (ii) the due authorization and execution of the Builder Continuing Disclosure Certificate executed by such Builder, (iii) the absence of litigation pending against each Builder (with service of process to such Builder having been duly given and completed) or overtly threatened against such Builder which would materially and adversely affect the validity or enforceability of the Builder Continuing Disclosure Certificate executed by the Builder or the Builder’s ability to pay the

Special Taxes when due, and (iv) negative assurance regarding the Preliminary Official Statement and the Official Statement;

(15) A Certificate of AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership (the “**Lennar Landbank**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit M hereto (the “**Lennar Landbank Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of Lennar Landbank dated the Closing Date, to the effect that the representations in the Lennar Landbank Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Lennar Landbank Certificate shall be deemed references to the final Official Statement);

(16) A Certificate of Dragon – Roseville, a California limited partnership (the “**Hearthstone Landbank**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit N hereto (the “**Hearthstone Landbank Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of Hearthstone Landbank dated the Closing Date, to the effect that the representations in the Hearthstone Landbank Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Hearthstone Landbank Certificate shall be deemed references to the final Official Statement);

(17) G-17 letter from the Underwriter acknowledged by the City;

(18) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City (“**Disclosure Counsel**”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(19) A certificate from Integra Realty Resources (the “**Appraiser**”) consenting to the inclusion of their appraisal report (the “**Appraisal**”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(20) The certificate required by Section 5.17(A) of the Fiscal Agent Agreement stating that the requirements for the issuance of the Bonds as Additional Bonds under the Fiscal Agent Agreement have been met.

(21) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District, including Improvement Area No. 2 therein; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by

the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: Assistant City Manager/Chief Financial Officer; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 3626 Fair Oaks Blvd. Suite 100, Sacramento, Ca 95864, Attention: Dennis McGuire.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

PIPER SANDLER & CO., as Underwriter

By: _____
Authorized Officer

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and
on behalf of the City's Creekview Community
Facilities District No. 1 (Public Facilities)

By: _____
Assistant City Manager/Chief Financial
Officer

Time: ____p.m.

EXHIBIT A

MATURITY SCHEDULE

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Used</i>
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^C Priced to the optional call date of September 1, 20__ at ____%.

^T Term Bond.

The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) [plus/less] [net] original issue [premium/discount] of \$_____ and less Underwriter's discount of \$_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, 2025 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	<u>Sinking Fund Payment</u>
---	--

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	<u>Sinking Fund Payment</u>
---	--

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	<u>Sinking Fund</u> <u>Payment</u>
---	---

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	<u>Sinking Fund</u> <u>Payment</u>
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The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

EXHIBIT B

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Assistant City Manager/Chief Financial Officer of the City of Roseville, California (the “**City**”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 Special Tax Bonds, Series 2024 (the “**Bonds**”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “**Rule**”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2024 setting forth information concerning the Bonds and the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) Improvement Area No. 2 (the “Preliminary Official Statement”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “**Permitted Omissions**” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2024.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Assistant City Manager/Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

The undersigned, on behalf of Piper Sandler & Co. (“**Piper**”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “**Bonds**”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2024, by and between Piper and the Issuer, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund.***

The establishment of the Reserve Fund for the in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of July 1, 2023, as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____ 1, 2024, each by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date _____, 2024), or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:_____

Name:_____

Dated: _____, 2024

EXHIBIT D

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

**LETTER OF REPRESENTATIONS OF ANTHEM UNITED CREEKVIEW
DEVELOPMENTS LIMITED PARTNERSHIP**

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Master Developer is duly organized and validly existing under the laws of the State of Washington and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Anthem United Creekview Developments Limited Partnership (the “**Letter of Representations**”); and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Master Developer and its Affiliates,² are not in breach of or in default

¹ “**Actual Knowledge of the Undersigned**” means the actual (as opposed to constructive) knowledge that the individuals signing on behalf of the Master Developer currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Master Developer and its Affiliates as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Master Developer’s current business and operations. Officers and employees no longer working for the Master Developer or its Affiliates have not been contacted.

² “**Affiliate**” means, with respect to the Master Developer, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Master Developer; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Master Developer’s development plans with respect to the Property and ability to pay the Special Tax on the Property prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Master Developer’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property prior to delinquency). “**Person**” means an

under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Master Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the ability of the Master Developer or any of the Builders to develop the property within Improvement Area No. 2 of the District as described in the Preliminary Official Statement and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

3. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Master Developer (with proper service of process to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Master Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Master Developer or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the ability of the Master Developer or any of the Builders to develop the property within Improvement Area No. 2 as described in the Preliminary Official Statement.

4. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Master Developer, its Affiliates, the Master Developer’s development plan for the Winding Creek project, the Master Developer’s financing plan, the Master Developer’s lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer’s development plan or the Master Developer’s financing plan, other loans of such Affiliates) as set forth under the captions entitled “IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT”, “THE MASTER DEVELOPER” and “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Master Developer), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5. The Master Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Master Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Master Developer or any Affiliate in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has

individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Master Developer or its Affiliates, the City, and/or the District or to which the Master Developer or its Affiliates is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

6. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the property within Improvement Area No. 2 of the District exists or is in the process of being authorized that would include any portion of the property within Improvement Area No. 2 of the District.

7. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Master Developer, and except as disclosed in the Preliminary Official Statement including in the sections entitled "IMPROVEMENT AREA NO. 2 PLANNED DEVELOPMENT" and "THE MASTER DEVELOPER," to the Actual Knowledge of the Undersigned, the Master Developer currently expects that it will have sufficient funds and/or sources of funds to develop the Winding Creek project as described in the Preliminary Official Statement. The Master Developer reserves the right to change its development plan and financing plan for the property within Improvement Area No. 2 of the District and the Winding Creek project as a whole at any time without notice.

8. Solely as to the limited information described in Paragraph 4 above (and subject to the limitations and exclusions set forth in Paragraph 4), the Master Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "**Claims**") incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Master Developer of a material fact contained in the information described in Paragraph 4 above (and subject to the limitations and exclusions set forth in Paragraph 4), as of the date of the Preliminary Official Statement, or the omission by the Master Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Master Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Master Developer may otherwise have to any Indemnified Party, provided that in no event shall the Master Developer be obligated for double indemnification. Further, in no event shall the Master Developer's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Master Developer in writing; provided that the failure to notify the Master Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such

failure; and provided, further, that the failure to notify the Master Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Master Developer thereof, the Master Developer shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Master Developer) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Master Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Master Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Master Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Master Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Master Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Master Developer shall not be liable for any settlement of any proceeding effected without its written consent. The Master Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

9. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Master Developer, its Affiliates, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur which the undersigned believe would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Master Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

10. On behalf of the Master Developer, we have reviewed the contents of this Certificate and have met with counsel to the Master Developer for the purpose of discussing the meaning of its contents.

The undersigned have executed this Letter of Representations solely in their capacity as authorized representatives of the Master Developer and they will have no personal liability arising from or relating to this Letter of Representations.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT E

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

**CLOSING CERTIFICATE OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP**

Dated: _____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Letter of Representations of Anthem United Creekview Developments Limited Partnership, dated _____, 2024 (the “**Letter of Representations**”), delivered by the Master Developer.

(1) The undersigned are duly authorized to execute this Closing Certificate of Anthem United Creekview Developments Limited Partnership (the “**Closing Certificate**”) on behalf of the Master Developer.

(2) Except as disclosed in the final Official Statement relating to the Bonds (the “**Final Official Statement**”), to the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which has materially and adversely affected or is reasonably expected to materially and adversely affect the business, properties, operations or financial condition of the Master Developer.

(3) The representations and warranties made by the Master Developer in the Letter of Representations are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the Letter of Representations shall be deemed references to the Final Official Statement.

(4) For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Master Developer, its Affiliates, ownership of the Property, the Master Developer’s development plan, the Master Developer’s financing plan, the Master Developer’s lenders, if any, and contractual arrangements of the Master Developer or any Affiliates of the Master Developer (including, if material to the Master Developer’s development plan or the Master Developer’s financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to

the City, to amend or supplement the Official Statement in order to make the information under the sections of the Official Statement indicated in Paragraph 7 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 7 of the Letter of Representations) not misleading in the light of the circumstances under which they were made, the Master Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The undersigned have executed this Closing Certificate solely in their capacity as authorized representatives of the Master Developer and they will have no personal liability arising from or relating to this Closing Certificate.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT F

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

LETTER OF REPRESENTATIONS OF LENNAR HOMES OF CALIFORNIA, LLC

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Lennar Homes of California, LLC, a California limited liability company (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations (the “**Letter of Representations**”) and a Builder Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Builder or AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership, and under option to be acquired by the Builder (herein, the “**Property**”). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of a Builder Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Builder and its Affiliates,² are not in breach of or in default under any

¹ “**Actual Knowledge of the Undersigned**” means the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Letter of Representations or has obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Affiliates as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned has reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder’s current business and operations. Officers and employees no longer working for the Builder or its Affiliates have not been contacted.

applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Builder or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Builder (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Affiliates, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Affiliate of the Builder (including, if material to the Builder’s development plan or the Builder’s financing plan, other loans of such Affiliates) as set forth under the captions entitled “**MERCHANT BUILDER INFORMATION—Lennar Homes**” and “**CONTINUING DISCLOSURE—The Merchant Builders—Lennar Homes Continuing Disclosure Compliance**” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or

² “**Affiliate**” means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder’s development plans with respect to the Property and ability to pay the Special Tax on the Property prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Affiliate in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Affiliates, the City, and/or the District or to which the Builder or its Affiliates is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any ad valorem property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real

property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement including in the sections entitled “MERCHANT BUILDER INFORMATION—Lennar Homes,” the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax (to the extent the responsibility of the Builder) levied against the Property prior to delinquency. The Builder reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, only to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder’s liability under this indemnification provision extend to any Claims arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to

any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Affiliates, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Affiliate of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Affiliates) shall occur which the undersigned believe would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, I have reviewed the contents of this Letter of Representations and have met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as an authorized representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations. Any liability arising from or relating to this Letter of Representations may only be asserted against Builder.

LENNAR HOMES OF CALIFORNIA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT G

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

LETTER OF REPRESENTATIONS OF MERITAGE HOMES OF CALIFORNIA, INC.

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Meritage Homes of California, Inc., a California corporation (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Meritage Homes of California, Inc. (the “**Letter of Representations**”); (ii) to execute and deliver the Continuing Disclosure Certificate (Meritage Homes of California, Inc.) to be executed by the Builder prior to the Closing (the “**Builder Continuing Disclosure Certificate**”); and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Builder (herein, the “**Property**”). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of the Builder Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Builder and its Relevant Entities² are not in breach of or in default under

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individuals signing on behalf of the Builder currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Relevant Entities as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or

any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Builder or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Relevant Entities that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Relevant Entities is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Relevant Entity of the Builder (with proper service of process to such Relevant Entity having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Relevant Entity which, if successful, is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Relevant Entities, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder’s development plan or the Builder’s financing plan, other loans of such Relevant Entities) as set forth under the captions entitled “**MERCHANT BUILDER INFORMATION—Meritage**” and “**CONTINUING**

inquiries as are prudent and customary in connection with the ordinary course of the Builder’s current business and operations. Officers and employees no longer working for the Builder or its Relevant Entities have not been contacted.

² “**Relevant Entities**” means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder’s development plans with respect to the Property and ability to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

DISCLOSURE—The Merchant Builders—*Meritage Prior Continuing Disclosure Compliance*” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District’s Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Relevant Entities, the City, and/or the District or to which the Builder or its Relevant Entities is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement including in the sections entitled “MERCHANT BUILDER INFORMATION—Meritage,” the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency. However, neither the Builder nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Builder at any time, and the Builder reserves the right to change its development plan and financing plan for the Property at any time without notice, and there is no recourse against the Builder for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such

counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, the undersigned has reviewed the contents of this Certificate and has met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as authorized officer or representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations.

MERITAGE HOMES OF CALIFORNIA, INC., a
California corporation

By: _____

Name: _____

Title: _____

EXHIBIT H

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

LETTER OF REPRESENTATIONS OF WOODSIDE 05N LP

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Woodside 05N LP, a California limited partnership (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Woodside 05N LP (the “**Letter of Representations**”); (ii) to execute and deliver the Continuing Disclosure Certificate (Woodside 05N LP) to be executed by the Builder prior to the Closing (the “**Builder Continuing Disclosure Certificate**”); and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Builder (herein, the “**Property**”). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of the Builder Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Builder and its Relevant Entities² are not in breach of or in default under

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individuals signing on behalf of the Builder currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Relevant Entities as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder’s current business and operations. Officers and employees no longer working for the Builder or its Relevant Entities have not been contacted.

any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Builder or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Relevant Entities that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Relevant Entities is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Relevant Entity of the Builder (with proper service of process to such Relevant Entity having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Relevant Entity which, if successful, is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Relevant Entities, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder’s development plan or the Builder’s financing plan, other loans of such Relevant Entities) as set forth under the captions entitled “*MERCHANT BUILDER INFORMATION—Woodside*” and “*CONTINUING DISCLOSURE—The Merchant Builders—Woodside Continuing Disclosure Compliance*” (excluding therefrom, in each case, information which is identified as having been provided by a

² “**Relevant Entities**” means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder’s development plans with respect to the Property and ability to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Relevant Entities, the City, and/or the District or to which the Builder or its Relevant Entities is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement including in the sections entitled “MERCHANT BUILDER INFORMATION—Woodside,” the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency. However, neither the Builder nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Builder at any time, and the Builder reserves the right to change its development plan and financing plan for the Property at any time without notice, and there is no recourse against the Builder for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such

counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, the undersigned has reviewed the contents of this Certificate and has met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as authorized officer or representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations.

WOODSIDE 05N LP, a California limited partnership

By: _____
Name: _____
Title: _____

EXHIBIT I

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

LETTER OF REPRESENTATIONS OF D.R. HORTON CA2, INC.

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), D.R. Horton CA2, Inc., a California corporation (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of D.R. Horton CA2, Inc. (the “**Letter of Representations**”); (ii) to execute and deliver the Continuing Disclosure Certificate (D.R. Horton CA2, Inc.) to be executed by the Builder prior to the Closing (the “**Builder Continuing Disclosure Certificate**”); and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Builder or Dragon – Roseville, a California limited partnership, and under option to be acquired by the Builder (herein, the “**Property**”). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of the Builder Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Builder and its Relevant Entities² are not in breach of or in default under

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individuals signing on behalf of the Builder currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Relevant Entities as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder’s current business and operations. Officers and employees no longer working for the Builder or its Relevant Entities have not been contacted.

any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Builder or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Relevant Entities that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Relevant Entities is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Relevant Entity of the Builder (with proper service of process to such Relevant Entity having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Relevant Entity which, if successful, is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Relevant Entities, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder’s development plan or the Builder’s financing plan, other loans of such Relevant Entities) as set forth under the captions entitled “**MERCHANT BUILDER INFORMATION—D.R. Horton**” and “**CONTINUING DISCLOSURE—The Merchant Builders—D.R. Horton Continuing Disclosure Compliance**” (excluding therefrom, in each case, information which is identified as having been provided by a

² “**Relevant Entities**” means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder’s development plans with respect to the Property and ability to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Relevant Entities, the City, and/or the District or to which the Builder or its Relevant Entities is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement including in the sections entitled “MERCHANT BUILDER INFORMATION—D.R. Horton,” the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency. However, neither the Builder nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Builder at any time, and the Builder reserves the right to change its development plan and financing plan for the Property at any time without notice, and there is no recourse against the Builder for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such

counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, the undersigned has reviewed the contents of this Certificate and has met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as authorized officer or representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations.

D.R. HORTON CA2, INC., a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT J

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

LETTER OF REPRESENTATIONS OF [TRI POINTE]

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), _____, a _____ (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of _____ (the “**Letter of Representations**”); (ii) to execute and deliver the Continuing Disclosure Certificate (_____) to be executed by the Builder prior to the Closing (the “**Builder Continuing Disclosure Certificate**”); and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Builder (herein, the “**Property**”). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of the Builder Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Builder and its Relevant Entities² are not in breach of or in default under

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individuals signing on behalf of the Builder currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Relevant Entities as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder’s current business and operations. Officers and employees no longer working for the Builder or its Relevant Entities have not been contacted.

any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Builder or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Relevant Entities that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Relevant Entities is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Relevant Entity of the Builder (with proper service of process to such Relevant Entity having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Relevant Entity which, if successful, is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Relevant Entities, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder’s development plan or the Builder’s financing plan, other loans of such Relevant Entities) as set forth under the captions entitled “**MERCHANT BUILDER INFORMATION—Tri Pointe**” and “**CONTINUING DISCLOSURE—The Merchant Builders—Tri Pointe Continuing Disclosure Compliance**” (excluding therefrom, in each case, information which is identified as having been provided by a

² “**Relevant Entities**” means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder’s development plans with respect to the Property and ability to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Relevant Entities, the City, and/or the District or to which the Builder or its Relevant Entities is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement including in the sections entitled “MERCHANT BUILDER INFORMATION—Tri Pointe,” the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency. However, neither the Builder nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Builder at any time, and the Builder reserves the right to change its development plan and financing plan for the Property at any time without notice, and there is no recourse against the Builder for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such

counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, the undersigned has reviewed the contents of this Certificate and has met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as authorized officer or representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations.

_____, a _____

By: _____

Name: _____

Title: _____

EXHIBIT K

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

LETTER OF REPRESENTATIONS OF [BEAZER HOMES]

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), _____, a _____ (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Builder is duly organized and validly existing under the laws of the State of California and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of _____ (the “**Letter of Representations**”); (ii) to execute and deliver the Continuing Disclosure Certificate (_____) to be executed by the Builder prior to the Closing (the “**Builder Continuing Disclosure Certificate**”); and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain of the property within Improvement Area No. 2 of the District is held in the name of the Builder (herein, the “**Property**”). The undersigned, on behalf of the Builder, make the representations herein with respect to all such Property.

3. The Builder has, or will have prior to the Closing, duly authorized the execution and delivery of the Builder Continuing Disclosure Certificate at the Closing and the performance by the Builder of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ (a) the Builder and its Relevant Entities² are not in breach of or in default under

¹ “**Actual Knowledge of the Undersigned**” means the knowledge that the individuals signing on behalf of the Builder currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Builder and its Relevant Entities as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Builder’s current business and operations. Officers and employees no longer working for the Builder or its Relevant Entities have not been contacted.

any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the “**Material Agreements**”) to which the Builder or its Relevant Entities are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Builder or its Relevant Entities that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Builder nor any of its Relevant Entities is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Relevant Entity of the Builder (with proper service of process to such Relevant Entity having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Builder or any such Relevant Entity which, if successful, is reasonably likely to materially and adversely affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Builder, its Relevant Entities, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder’s development plan or the Builder’s financing plan, other loans of such Relevant Entities) as set forth under the captions entitled “**MERCHANT BUILDER INFORMATION—Beazer Homes**” and “**CONTINUING DISCLOSURE—The Merchant Builders—Beazer Homes Continuing Disclosure Compliance**” (excluding therefrom, in each case, information which is identified as having been provided by a

² “**Relevant Entities**” means, with respect to the Builder, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Builder; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Builder’s development plans with respect to the Property and ability to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency; or (b) such Person’s assets or funds that would materially affect the Builder’s ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term “**control**” (including the terms “**controlling**,” “**controlled by**” or “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

source other than the Builder), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Builder covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Builder and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Builder or any Relevant Entity in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Builder or its Relevant Entities, the City, and/or the District or to which the Builder or its Relevant Entities is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Builder has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Builder during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Builder.

11. The Builder intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Builder is able to pay its bills as they become due and no legal proceedings are pending against the Builder (with proper service of process to the Builder having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Builder may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Builder, and except as disclosed in the Preliminary Official Statement including in the sections entitled “MERCHANT BUILDER INFORMATION—Beazer Homes,” the Builder currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax levied against the Property (to the extent the responsibility of the Builder) prior to delinquency. However, neither the Builder nor its Relevant Entities are obligated to make any additional capital contribution or loan to the Builder at any time, and the Builder reserves the right to change its development plan and financing plan for the Property at any time without notice, and there is no recourse against the Builder for failure to pay Special Taxes other than the filing of a foreclosure action against the delinquent Property.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Builder agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “**Claims**”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Builder of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Builder to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Builder contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Builder may otherwise have to any Indemnified Party, provided that in no event shall the Builder be obligated for double indemnification. Further, in no event shall the Builder’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Builder in writing; provided that the failure to notify the Builder shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Builder shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Builder thereof, the Builder shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Builder) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Builder and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Builder has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Builder such that a material conflict of interest exists for such

counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Builder and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Builder shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Builder shall not be liable for any settlement of any proceeding effected without its written consent. The Builder shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Builder, its Relevant Entities, ownership of the Property, the Builder's development plan, the Builder's financing plan, the Builder's lenders, if any, and contractual arrangements of the Builder or any Relevant Entity of the Builder (including, if material to the Builder's development plan or the Builder's financing plan, other loans of such Relevant Entities) shall occur which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Builder shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Builder, the undersigned has reviewed the contents of this Certificate and has met with counsel to the Builder for the purpose of discussing the meaning of its contents.

The undersigned has executed this Letter of Representations solely in his or her capacity as authorized officer or representative of the Builder and he or she will have no personal liability arising from or relating to this Letter of Representations.

_____, a _____

By: _____

Name: _____

Title: _____

EXHIBIT L

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

CLOSING CERTIFICATE OF [_____]

Dated: _____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), [_____,] a [_____] (the “**Builder**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Letter of Representations executed by the Builder and dated _____, 2024 (the “**Letter of Representations**”), delivered by the Builder.

(1) The undersigned are duly authorized to execute this Closing Certificate (the “**Closing Certificate**”) on behalf of the Builder.

(2) The Builder is duly authorized to execute, deliver and perform its obligations under a Builder Continuing Disclosure Certificate.

(3) The Builder has duly executed and delivered the Builder Continuing Disclosure Certificate.

(4) Except as disclosed in the final Official Statement relating to the Bonds (the “**Final Official Statement**”), to the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which has materially and adversely affected or is reasonably expected to materially and adversely affect the business, properties, operations or financial condition of the Builder.

(5) The representations and warranties made by the Builder in the Letter of Representations are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the Letter of Representations shall be deemed references to the Final Official Statement.

(6) For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Builder, its Affiliates, ownership of the Property, the Builder’s development plan, the Builder’s financing plan, the Builder’s lenders, if any, and contractual arrangements of the Builder or any Affiliates of the Builder (including, if material to the Builder’s

development plan or the Builder's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 7 of the Letter of Representations) not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Builder shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

The undersigned have executed this Closing Certificate solely in their capacity as authorized representatives of the Builder and they will have no personal liability arising from or relating to this Closing Certificate.

[_____, a _____]

By: _____

Name: _____

Title: _____

EXHIBIT M

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

CERTIFICATE OF AG EHC II (LEN) CA 2, L.P.

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(15) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership, a Delaware limited partnership (the “**Landowner**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Landowner is a limited partnership validly existing and in good standing as a limited partnership under the laws of the State of Delaware and is duly registered to transact business in the State of California as a foreign limited partnership and is in good standing in the State of California and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 2 of the District is held in the name of the Landowner (herein the “**Property**”). The undersigned, on behalf of the Landowner, makes the representations herein with respect to all such Property owned by Landowner.

3. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner and ownership of the Property by Landowner as set forth under the caption “**MERCHANT BUILDER INFORMATION—Lennar Homes—The Landbank Owner**” is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of Ordinance No. 6055 of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any

way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, or (b) an action or suit with respect to the application or use of the Special Taxes levied and collected.

5. Except as disclosed in the Preliminary Official Statement, the Landowner is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

6. To the undersigned's actual knowledge, the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner within the boundaries of a community facilities district or an assessment district within California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner.

The undersigned has executed this Certificate solely in his or her capacity as the manager of the authorized agent of the Landowner and he or she will have no personal liability arising from or relating to this Certificate.

AG EHC II (LEN) CA 2, L.P.,
a Delaware limited partnership

By: Essential Housing Asset Management,
LLC, an Arizona limited liability company,
its Authorized Agent

By: _____
Steven S. Benson, its Manager

EXHIBIT N

**CITY OF ROSEVILLE
CREEKVIEW COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 2
SPECIAL TAX BONDS
SERIES 2024**

CERTIFICATE OF DRAGON – ROSEVILLE, L.P.

_____, 2024

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(16) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Piper Sandler & Co. (the “**Underwriter**”), Dragon – Roseville, L.P., a Delaware limited partnership (the “**Landowner**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Landowner is a limited partnership validly existing and in good standing under the laws of the State of Delaware and is registered to transact intrastate business in the State of California and has all requisite limited partnership right, power and authority: (i) to execute and deliver this Certificate of Dragon – Roseville, L.P. (the “**Certificate**”); and (ii) to undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 2 of the District is held in the name of the Landowner (herein the “**Property**”). The undersigned, on behalf of the Landowner, makes the representations herein with respect to all such Property owned by Landowner.

3. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner and ownership of the Property by Landowner as set forth under the caption “**MERCHANT BUILDER INFORMATION—D.R. Horton—The Hearthstone Landbank**” is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of Ordinance No. 6055 of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or

suit contending that the Special Taxes have not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, or (b) an action or suit with respect to the application or use of the Special Taxes levied and collected.

5. Except as disclosed in the Preliminary Official Statement, the Landowner is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

6. To the undersigned's actual knowledge, the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner within the boundaries of a community facilities district or an assessment district within California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner.

The undersigned has executed this Certificate solely in his or her capacity as the manager of the authorized agent of the Landowner and he or she will have no personal liability arising from or relating to this Certificate.

DRAGON – ROSEVILLE, L.P.,
a Delaware limited partnership

By: _____

By: _____

Its: Authorized Representative



COUNCIL COMMUNICATION

CC #: 3634

File #: 0114

Title: Priority Legislation Signed or Vetoed by the Governor for 2024

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

Meeting Date: 11/20/2024

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council receive an overview on priority bills that the Governor has signed or vetoed.

BACKGROUND

BACKGROUND

During this last stage of the legislative cycle, the Government Relations Team has closely monitored bills presented to the Governor for his consideration. This year, the Legislature introduced 2,531 bills between the two houses, with 1,729 in the Assembly and 802 in the Senate. The Legislature worked right up to the midnight deadline on August 31 to complete a chaotic final week of the legislative session. A total of 1,206 bills advanced to Governor Newsom's desk. The Governor had until September 30 to act on legislation. This year he signed 1,017 bills and vetoed 189 bills (18.5%). Last year, he signed 890 bills and vetoed 156 or about 17.5%. The Legislature can override vetoes, if the bill's backers can win two-thirds majorities in both the Assembly and Senate. This doesn't happen often, and in recent decades it almost never has.

Police, Fire, Building

This segment of the report focuses on bills that address critical issues ranging from organized retail theft and property crime to emergency medical services and clean energy infrastructure development. As Roseville continues to experience growth and navigate the challenges of public safety and sustainability, the enactment of these measures offers new tools and strategies for law enforcement, city services, and community protection. Each piece of legislation has been reviewed for its relevance and potential impact on the City, with specific attention to how it aligns with Roseville's priorities and operational needs.

The following 10 bills are new public safety laws which were signed by the Governor to "strengthen California's existing law enforcement tools and better protect Californians." The final bill in this section relates to a bill of importance to the building department.

New Laws - Signed

- **AB 1779 (Irwin) Theft: jurisdiction** – This bill will expand the jurisdiction of theft-related offenses, allowing multiple thefts committed in different counties to be prosecuted together in any of the counties where an offense occurred. It aims to streamline legal processes and improve enforcement against cross-county theft operations. ***Staff comments: This legislation matters to the City as it enhances the ability to prosecute theft rings operating across county lines, reducing organized crime impacting local businesses. (Signed by the Governor.)***
- **AB 1802 (Jones-Sawyer) Crimes: organized theft** – This bill will increase penalties and provide law enforcement with additional tools to combat organized theft rings, particularly in retail theft. It seeks to improve coordination between law enforcement agencies and boost efforts to prevent and punish large-scale theft operations. ***Staff comments: Organized theft is a significant issue for the City's retail sector. This legislation will aid local law enforcement in tackling complex theft operations, protecting the economic health of the community. (Signed by the Governor.)***
- **AB 1972 (Alanis) Regional property crimes task force** – This bill will establish regional task forces to focus on property crimes, particularly theft and burglary. The task forces aim to enhance collaboration among local law enforcement agencies and improve crime-solving and prevention strategies. ***Staff comments: The City could benefit from participating in a regional task force, leveraging resources and expertise to better combat property crimes affecting residential and commercial areas. (Signed by the Governor.)***
- **AB 2943 (Zbur and Rivas) Crimes: shoplifting** – This bill will increase penalties for repeat shoplifters and introduce measures to address organized shoplifting crimes. It seeks to deter habitual offenders and organized theft rings that target retail businesses. ***Staff comments: With the City's large retail centers, this legislation will help reduce repeat offenders and protect local businesses from escalating shoplifting incidents. (Signed by the Governor.)***
- **AB 3209 (Berman) Crimes: theft: retail theft restraining orders** – This bill will allow courts to issue restraining orders against individuals convicted of retail theft, barring them from entering specific retail establishments. It aims to protect businesses from repeat offenders. ***Staff comments: Retail theft is a growing concern for businesses in Roseville and this legislation will give local businesses added protection from individuals who repeatedly target their stores. (Signed by the Governor.)***
- **SB 905 (Wiener) Crimes: theft from a vehicle** – This bill will strengthen penalties for theft from vehicles and provide clearer definitions for prosecuting such crimes. It seeks to address the increasing rate of vehicle break-ins and reduce these thefts. ***Staff comments: Roseville is not immune to vehicle break-ins, especially in parking lots of retail centers. This bill provides law enforcement with better tools to address this crime. (Signed by the Governor.)***
- **SB 982 (Wahab) Crimes: organized theft** – This bill will enhance penalties for those involved in organized theft operations. It aims to improve coordination between law enforcement and retailers to identify and prosecute individuals who engage in large-scale theft activities. ***Staff comments: Organized retail theft affects Roseville's large shopping centers. This law will enhance cooperation between local businesses and police, improving the City's ability to combat theft rings. (Signed by the Governor.)***

• **SB 1144 (Skinner) Marketplaces: online marketplaces** – This bill will enforce stricter regulations on online marketplaces to curb the sale of stolen goods. It requires sellers to provide proof of identity and ownership for high-value goods, aiming to reduce the trafficking of stolen property online. ***Staff comments: With Roseville's proximity to large metropolitan areas, stolen goods often circulate through online platforms. This legislation will help disrupt the market for stolen goods, protecting residents and businesses. (Signed by the Governor.)***

• **SB 1242 (Min) Crimes: fires** - This bill will increase penalties for intentionally setting fires as part of theft or destruction during organized criminal activities. It aims to deter individuals from using arson as a tool for criminal operations, such as looting. ***Staff comments: Wildfire risks in the region make it critical for the City to support legislation that discourages arson, especially in conjunction with theft or criminal activities. (Signed by the Governor.)***

• **SB 1416 (Newman) Sentencing enhancements: sale, exchange, or return of stolen property** – This bill will introduce sentencing enhancements for individuals who engage in the sale, exchange, or return of stolen property, particularly if the stolen items are part of an organized theft ring. It aims to target the downstream operations that fuel large-scale theft activities. ***Staff comments: The City will benefit from stronger deterrents against the fencing of stolen goods, helping reduce organized crime and protecting local businesses. (Signed by the Governor.)***

• **SB 1418 (Archuleta) Hydrogen-fueling stations: expedited review** – This bill will facilitate the expansion of hydrogen-fueling infrastructure by mandating an expedited review process for the permitting and approval of new hydrogen-fueling stations. It aims to support California's transition to zero-emission vehicles (ZEVs) by streamlining the approval process for hydrogen-fueling stations. ***Staff comments: The City continues to invest in clean energy infrastructure; however staff is concerned with the City's ability to maintain high standards of inspection and safety due to the compressed permitting and approval process. Thorough oversight remains a priority for the City as it moves toward a sustainable future. The City will have until September 30, 2028 to become compliant with this new law. (Signed by the Governor)***

Zoning, Housing, Elections, Homelessness

This year, 518 bills being tracked for the general fund departments were passed by the Legislature and sent to the governor for further consideration. Ultimately, 431 bills were signed into law and 87 were vetoed.

New Laws - Signed

• **SB 1037 (Wiener) - Planning and Zoning: Housing Element: Enforcement** - The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. The Planning and Zoning Law requires the Department of Housing and Community Development (HCD) to determine whether the housing element is in substantial compliance with specified provisions of that law. This bill will create new legal remedies that can be used by the Attorney General to enforce the adoption of housing element revisions or to enforce any state law that requires a local government to ministerially approve any decision or application for a housing development project. ***Staff comments: The City opposed this bill for the fines that ultimately could be levied***

against a local government for being out of compliance with their housing elements and for the requirement that the penalty is automatic without an opportunity to cure. In addition, the bill does not consider whether a city is acting in good faith. Under existing law, cities can be subject to significant fines and penalties for violating certain housing laws. However, before fines are imposed, a city can correct the action. Enhanced fines are not imposed unless a city or county fails to follow a court's order or acts in bad faith. (Signed by the Governor)

• **AB 1886 (Alvarez) - Housing Element Law: substantial compliance: Housing Accountability Act.** - This bill will provide that a housing element or amendment is considered substantially compliant with the Housing Element Law when the local agency has adopted a housing element or amendment, the department or a court of competent jurisdiction determines the adopted housing element or amendment to be in substantial compliance with the Housing Element Law, and the department's compliance findings have not been superseded by subsequent contrary findings by the department or by a decision of a court of competent jurisdiction or the court's decision has not been overturned or superseded by a subsequent court decision or by statute. ***Staff comments: The City opposed this bill because it ignores a fundamental provision of housing element law, that a city may disagree with the Department of Housing and Community Development (HCD); explain why its housing element is in substantial compliance with the law; and then adopt that housing element which is thereafter considered "in substantial compliance with housing element law." For years, cities have worked with HCD to draft housing plans accommodating their fair share of housing at all income levels. These extensive and complex plans can take years to develop, including public involvement and engagement and environmental review. Cities go to great lengths to ensure that their housing element substantially complies with the law, even if HCD disagrees.***

Unfortunately, this measure fails to address the key struggles cities deal with when trying to comply with the law, including unclear guidance from HCD, staff turnover, and inconsistent guidance regarding what cities must do to comply with the law. This measure eliminates the "self-certification" process and gives HCD more power to determine when a city is certified without requiring them to provide detailed findings as to how the local jurisdictions can come into compliance. In addition, AB 1886 fails to provide a grace period for cities acting in good faith but are still unable to meet the statutory deadline for adopting a compliant housing element. (Signed by the Governor)

• **AB 2023 (Quirk-Silva) - Housing element: inventory of land: substantial compliance: rebuttable presumptions.** - Current law, commonly referred to as the Housing Element Law, prescribes requirements for a city's or county's preparation of, and compliance with, its housing element, and requires the Department of Housing and Community Development (HCD) to review and determine whether the housing element substantially complies with the Housing Element Law. This bill will require for the 7th, and each subsequent revision of the housing element, that a local government complete the rezoning of sites within one year of the statutory deadline for the adoption of the housing element or 3 years and 90 days of the statutory deadline if the local government satisfies certain requirements, including submitting a draft element or draft amendment to the department for review within specified timeframes and adopting a draft element or draft amendment that the department finds to be in substantial compliance with the Housing Element Law. ***Staff comments: The City opposed this bill which would create challenges for cities and increase the potential of failing to meet their statutory deadline to secure a***

certified housing element by creating an unnecessary obstacle to meeting the required deadlines. Adding 120 days to the adoption process each time the housing element is amended almost guarantees that housing elements will not be adopted by the statutory deadline. This will prohibit a city from accessing much-needed affordable housing funding and subject them to the “builder’s remedy.” Rather than requiring more review, California cities need meaningful, clear, and consistent direction from HCD that helps finalize local governments’ housing elements and put those plans to work to support much-needed housing construction. (Signed by the Governor)

• **AB 3093 (Ward) - Land use: housing element: streamlined multifamily housing.** – This bill will require a city or county to include in the report on the progress in meeting a city’s or county’s share of regional housing need the progress in meeting the need for the 6th and previous revisions of the housing element. Furthermore, the bill defines all income levels or all household income levels, acutely low, extremely low, very low, lower, low, moderate, and above moderate income for purposes of requirements applicable to the housing element and would make related changes. ***Staff Comments: The City opposed this bill unless it was amended as it will require local governments to account for the housing needs of people experiencing homelessness in their housing elements without funding to develop the plans, implement strategies, or support the construction of affordable housing.***

Specifically, AB 3093 adds two new income categories to the Regional Housing Needs Assessment (RHNA) framework: acutely low-income (ALI) and extremely low-income (ELI). While these new categories are intended to help assess the needs of homeless residents, they fall within the existing very low-income category, which already accounts for the needs of individuals in our cities earning between 0% and 50% of the area median income. (Signed by the Governor)

• **AB 2081 (Davies) - Substance abuse: recovery and treatment programs.** - This bill will require an operator of a licensed alcoholism or drug abuse recovery or treatment facility or certified alcohol or other drug program to include on its internet website and intake form paperwork a disclosure that an individual may check the internet website of the State Department of Health Care Services to confirm whether the facility’s license or program’s certification has been placed in probationary status, been subject to a temporary suspension order, been revoked, or the operator has been given a notice of operation in violation of law. The bill will require the disclosure to include a link to the department’s internet website that contains the Probationary Status, Temporary Suspension Order, Revoked and Notice of Operation in Violation of Law Program List. The bill will authorize a violation of this requirement to be subject to penalty imposed by the department. ***Staff Comments: The City supported this bill which will require a higher standard of transparency and greater protections for individuals seeking alcoholism or substance use treatment. AB 2081 will require the operator of a licensed recovery home to disclose to those seeking care that they can check the Department of Health Care Services website to confirm a facility’s compliance with state licensing laws. This should empower patients to make informed decisions about their care by easily knowing if the entity’s license or certification has been placed on probationary status, been subject to a temporary suspension order, been revoked, or if the operator has been given a notice of operation in violation of the law. (Signed by the Governor)***

• **AB 2574 - (Valencia) Alcoholism or drug abuse recovery or treatment programs and facilities: disclosures.** - This bill will require a program or a licensed facility to disclose to the department if any of its agents, partners, directors, officers, or owners own or have a financial

interest in a recovery residence and whether it has contractual relationships with entities that provide recovery services to clients of certified programs or licensed facilities if the entity is not a part of a certified program or a licensed facility. ***Staff Comments: The City supported this bill for the expanded regulatory requirements for recovery residences. The bill will expand reporting requirements for licensed recovery home operators to enhance the Department of Health Care Services' oversight of sober living homes that are operating as an integral part of a licensed drug treatment facility located elsewhere in the community.***

Residential recovery housing provides a wide range of benefits to some of California's most vulnerable residents, and it is critical that their needs are prioritized. Compliance with state licensing laws administered through the Department of Health Care Services is essential to safeguarding residents' well-being and maintaining quality care. (Signed by the Governor)

• **AB 1782 (Ta) - Redevelopment: Successor Agencies: Low and Moderate Income Housing Asset Fund** - Existing law authorizes a housing successor, if it has fulfilled specified obligations regarding the replacement of dwelling units, to expend up to \$250,000 per fiscal year for homeless prevention and rapid rehousing services, including the provision of short-term or medium-term rental assistance, contributions toward the construction of local or regional homeless shelters, and housing relocation and stabilization services. This bill will increase the amount that a housing successor may expend on those homeless prevention and rapid rehousing services to \$500,000. ***Staff comments: The City supported this bill for the additional funding that a successor agency could spend from their Low- and Moderate-Income Housing Asset Fund (LMIHAF) on homelessness prevention and rapid rehousing. Currently, successor agencies are only allowed to spend up to \$250,000 per year on these services. This bill will allow cities that have available funds in their LMIHAF accounts to provide more funding to help prevent homelessness and offer essential services to the homeless. The City currently uses its LMIHAF funds toward homeless prevention and rapid rehousing. (Signed by the Governor.)***

• **SB 1243 (Dodd) - Campaign Contributions: Agency Officers** - The Political Reform Act of 1974 prohibits certain contributions of more than \$250 to an officer of an agency by any party, participant, or party or participant's agent in a proceeding while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for 12 months following the date a final decision is rendered in the proceeding, as specified. The act requires disclosure on the record of the proceeding, as specified, of certain contributions of more than \$250 within the preceding 12 months to an officer from a party or participant, or party's agent. The act disqualifies an officer from participating in a decision in a proceeding if the officer has willfully or knowingly received a contribution of more than \$250 from a party or a party's agent, or a participant or a participant's agent, as specified. The act allows an officer to cure certain violations of these provisions by returning a contribution, or the portion of the contribution more than \$250, within 14 days of accepting, soliciting, or receiving the contribution, whichever comes latest.

This bill will raise the threshold for contributions regulated by these provisions to \$500, as specified. The bill will extend the period during which an officer may cure a violation to within 30 days of accepting, soliciting, or directing the contribution, whichever is latest. The bill specifies that a person is not a "participant" for the purposes of these provisions if their financial interest in a decision result solely from an increase or decrease in membership dues. The bill exempts from these provisions contracts valued under \$50,000, contracts between 2 or more government

agencies, contracts where no party receives financial compensation, and the periodic review or renewal of development agreements, as specified, from these provisions. **Staff Comments: The City supported this bill which is a realistic measure that would raise the threshold for contributions regulated by the Levine Act from \$250 to \$500. The measure would also extend the time allowed to cure certain violations by returning a contribution from 14 days to 30 days. This change will ensure that the time in which a local official can cure is uniform and allow for enough time to identify and correct a contribution without being penalized. (Signed by the Governor.)**

• **AB 98 (Carrillo, Juan and Reyes)** - Planning and zoning: logistics use: truck routes – This bill will limit new or expanded logistics use developments and warehouses on existing and rezoned industrial sites within 900 feet of sensitive receptors (including homes, hospitals, schools, and public recreational areas) unless specific standards are met. The bill will also require all local governments to update their circulation elements logistic use development information, including truck routes, signage, parking, and idling, and would authorize the Attorney General to fine local jurisdictions \$50,000 every six months if they are not in compliance. **Staff comments: The City opposed this gut-and-amend bill that was introduced the last week of legislative session after months of private closed-door negotiations by a working group convened by the authors that excluded city and county associations and other key stakeholders. While the bill intentions are aimed at addressing air quality-related concerns adjacent to warehouse operations, this bill is problematic because it includes stringent requirements that will severely impact the ability for local jurisdictions to site based on unique geographic and community characteristics, and stifles economic and workforce development in their communities. (Signed by the Governor)**

Vetoed

Fire

• **AB 1168 (Bennett) Emergency medical services (EMS): prehospital EMS** – This bill would have enhanced the regulation and oversight of prehospital emergency medical services (EMS) in California. It aimed to improve coordination between local EMS agencies and state-level bodies, ensuring consistent and effective emergency medical response across different regions. **Staff comments: The City supported this legislation as it would have allowed a city or district with ambulance transport rights, and that is part of a Joint Powers Authority (JPA), to retain those rights when withdrawing from the JPA rather than ceding them to the County. While this bill did not directly affect Roseville, it is important to support the ability of public agencies to retain their transport rights when circumstances change. (Vetoed by the Governor.)**

Housing/ Homelessness

• **SB 37 (Caballero, D) - Older Adults and Adults with Disabilities Housing Stability Act.** – This bill would have required the Department of Housing and Community Development to begin developing the Older Adults and Adults with Disabilities Housing Stability Pilot Program as a component of various state programs identified to address homelessness, including the Interagency Council on Homelessness and the Homeless Emergency Aid program for the purpose of providing localities with one-time grant funds to address their immediate homelessness challenges. **Staff comments: The City supported this bill due to the fact that housing has become unaffordable for many people in California, and older adults and**

adults with disabilities are among those hit the hardest by the affordability crisis. Many of these Californians live on fixed incomes, such as Supplemental Security Income (SSI), which are inadequate to cover rising rents. This bill would have provided a rent subsidy targeted to those older adults and adults with disabilities who are homeless or are at high risk of experiencing homelessness. Such subsidies prevent and end homelessness for thousands of older and disabled adults. Studies show low-income renters accessing housing subsidies can remain housed or exit homelessness for good. (Vetoed by the Governor)

• **AB 1788 (Quirk-Silva) - Mental health multidisciplinary personnel team.** - This bill would have authorized counties to establish mental health multidisciplinary personnel teams with the goal of facilitating the expedited identification, assessment, and linkage of justice-involved persons diagnosed with a mental illness to supportive services within that county while incarcerated and upon release from county jail and to allow provider agencies and members of the personnel team to share confidential information, as specified, for the purpose of coordinating supportive services to ensure continuity of care. The bill would have required the sharing of information permitted under these provisions to be governed by protocols developed in each county and would have required each county to provide a copy of its protocols to the State Department of Health Care Services. The bill would also have required the information or records to be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights. ***Staff comments: The City supported this bill because of the importance of integrating mental health services with the justice system which is recognized as a critical step towards addressing the complex needs of individuals with mental health conditions who find themselves enmeshed in the criminal justice system. By facilitating a collaborative approach among mental health professionals, social services workers, medical personnel, and legal representatives, AB 1788 aimed to ensure that justice-involved persons receive the comprehensive and continuous care necessary for their rehabilitation and reintegration into society. (Vetoed by the Governor)***

• **AB 3068 (Haney) - Adaptive reuse: streamlining: incentives.** – This bill would have deemed an adaptive reuse project a use by right in all zones, regardless of the zoning of the site, and subject to a streamlined, ministerial review process if the project met specified requirements. In this regard, an adaptive reuse project, to qualify for the streamlined, ministerial review process, would be required to be proposed for an existing building that is less than 50 years old or meets certain requirements regarding the preservation of historic resources. The bill would have required an adaptive reuse project to meet specified affordability, specifically for rental housing to include either 8% of the unit for very low-income households and 5% of the units for extremely low income households or 15% of the units for lower income households. ***Staff comments: The City supported this bill that would have presented an opportunity to help address the state's significant housing shortfall. Adaptive reuse offers a reasonable solution to repurpose vacant commercial buildings for residential and mixed-use purposes. This not only stimulates economic development but also serves as an alternative to new construction. (Vetoed by the Governor)***

Emergency Regulations to Ban THC-Containing Products

- In early September, Governor Newsom issued proposed emergency regulations prohibiting intoxicating hemp products and imposing other requirements for manufacturing and selling non-intoxicating hemp products. The regulations will essentially bring the sale of legal hemp products more in line with restrictions currently seen for adult-use marijuana, including

limitations on serving and package sizes and establishing a minimum age to legally purchase industrial hemp food, beverage, and dietary products. The regulations, proposed by the California Department of Public Health (CDPH), strengthen California's ability to stop the peddling of intoxicating hemp products to California's children. The new regulations require that industrial hemp food, beverage, and dietary products intended for human consumption have no detectable THC or other intoxicating cannabinoids per serving, create a minimum age to purchase hemp products to 21, and limit the number of servings of hemp products to five per package.

Electric Department

The following is an overview of energy-related legislation and other activities that staff has been following throughout this legislative session. The California Legislature recently ended the second year of the 2023-2024 legislative session. September 30 was the last day for the governor to sign or veto bills passed by the legislature. The Governor signed 53 energy bills and vetoed 18 bills that the electric department staff had been monitoring. The electric department tracked over 150 bills during this year's legislative session.

State Legislation - NEW LAWS:

• **AB 1465 (Wicks) Nonvehicular air pollution: civil penalties.** - This bill allows the California Attorney General or an air district to triple the penalties for air pollution violations if a Title V source emits one or more specified air contaminants in violation of its Title V permit. ***Staff comments: The Legislature has introduced several bills like this over the years, with this concept finally passing the legislature this year. The Roseville Energy Park is a Title V source that could be impacted by these penalties if in violation of its Title V permit. The City's goal is to follow all the conditions of our permits. Importantly, there was a letter submitted to the journal that indicates AB 1465 "does not affect existing procedures and law regarding enforcement discretion, variances, or state or federal emergency declarations that may be employed to address the need to operate power plants in excess of permitted emissions levels in order to maintain reliability of the electric grid." This is an important clarification in the case of declared emergencies for electric grid reliability. (Signed by the Governor)***

• **AB 1921 (Papan) Energy: Renewable Electrical Generation Facilities: Linear Generators.** - This bill would revise the definition of "renewable electrical generation facility" to include a facility that uses linear generators that use fuels that meet the existing requirements of the Renewable Portfolio Standard (RPS), including fuel source and delivery method requirements. Traditional energy production relies on rotational motion, usually the spinning of a turbine; however, linear generators use back-and-forth motion to create electricity. ***Staff comments: The RPS program has historically been challenging to amend in terms of adding new eligible resources. The department is supportive of additional RPS eligible resources that can be used to meet state energy goals. (Signed by the Governor)***

• **AB 2037 (Papan) Weights and measures: electric vehicle chargers.** - This bill would authorize a county sealer to test and verify as correct any electric vehicle charger operated by a public agency, that is in the county in which the sealer has jurisdiction. The bill would require a county sealer, upon testing and finding that an electric vehicle charger operated by a public agency is incorrect, to designate a charger with the words "out of order" and require the charger to be repaired or corrected within 30 days. A county sealer may levy penalties against a public agency, or a related vendor contracted by the public agency, that removes or obliterates a tag or device

placed by a sealer on an electric vehicle charger operated by the public agency. The bill would also authorize a county board of supervisors, by ordinance, to charge an annual registration fee for the cost of inspecting and testing an electric vehicle charger. If a public agency owns an electric vehicle charger and leases the electric vehicle charger to another entity that operates the electric vehicle charger commercially, the entity that operates the electric vehicle charger commercially shall be the entity responsible for compliance. The bill provides for a publicly owned electric utility to elect to conduct these inspections on their own if they meet certain specifications and conduct the inspections every 6 months. ***Staff comments: The City supports maintaining accurate operations of electric vehicle chargers. It is not anticipated at this time that Roseville Electric would elect to conduct these inspections in place of the county sealer. The department is comfortable with the county sealers completing this task. (Signed by the Governor)***

• **AB 3264 (Petrie-Norris) Energy: cost framework: residential rates: demand-side management programs report: electrical transmission grid study.** - This bill requires the CPUC, in consultation with the California Energy Commission (CEC) to develop a framework for assessing, tracking, and analyzing total annual energy costs paid by residential households in California, by December 31, 2026. It also authorizes the CPUC to use the framework for purposes of evaluating any request by an electrical corporation and gas corporation to track new spending eligible for recovery or to adjust a revenue requirement. The bill requires large electrical corporations, and large gas corporations, to publish – by January 1, 2026, and each year thereafter – a visual representation of certain cost categories included in residential electric or gas rates for the succeeding calendar year. In addition, AB 3264 requires the CPUC, in consultation with the CEC, the California Infrastructure and Economic Development Bank (I-Bank), and the California Independent System Operator (CAISO) to submit to the Governor and the Legislature, by July 1, 2025, a study identifying proposals to reduce the cost to ratepayers of expanding the state's electrical transmission grid as necessary to achieve the state's goals, to meet the state's requirements, and to reduce the emissions of greenhouse gases (GHGs), as specified in law, regulation, or executive order. ***Staff comments: This bill requires an itemized accounting of many energy cost categories for electrical and gas corporations. While not applicable to POUs, the department was tracking this bill to identify any potential implications to POUs in the future. There was an interest in studying the issue of rising energy bills in the legislature this year and staff expects similar topics to be discussed next year. This study bill is the first step in that process. Although this bill does not directly impact POUs, staff will monitor any electric utility requirements that may come out of these studies. (Signed by the Governor)***

• **SB 867 (Allen) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.** - This measure would place a bond on the November 2024 ballot providing funding for climate resilience projects, including \$3.8 billion for safe drinking water, recycled wastewater, stored groundwater, and flood control. The measure allocates \$1.5 billion to be spent on wildfire protection. There is an additional \$850 million for clean energy projects; with more than half of this money to support the development of offshore wind generation (\$475 million). Most of the remaining money would pay for building infrastructure such as transmission lines to carry electricity long distances (\$325 million). There is also \$50 million earmarked for projects to build large batteries that store electricity. ***Staff comments: The Electric Department was tracking this bill with regards to energy infrastructure and the availability of related funds. EU was tracking this legislation due to the funding available for groundwater storage, banking, recharge, and conjunctive use projects. AB 867 was signed by acting Governor Mike McGuire on July 3, and will now appear on the November 2024 ballot as***

Proposition 4. The state constitution requires a bond act to be approved by a 2/3 vote of each house of the Legislature and a majority of the voters. (Signed by the Governor)

• **SB 1210 (Skinner) New housing construction: electrical, gas, sewer, and water service: service connection information.** - This bill would, for new housing construction, require electrical, gas, sewer, and water utilities on or before January 1, 2026, to publicly post on their internet websites the schedule of estimated fees for typical service connections for each housing development type, including, but not limited to, accessory dwelling unit, mixed-use, multifamily, and single-family developments. The utility must also post the estimated timeframes for completing typical service connections needed for each housing development type, including, but not limited to, accessory dwelling unit, mixed-use, multifamily, and single-family developments. ***Staff comments: The Electric Department was watching this bill for proposed impacts on our interconnection fees, which ultimately was amended out of this legislation. The department supports transparency regarding fees and timelines for utility connections. The bill appears to have minor impacts to the Electric Department in terms of meeting the requirements of this legislation; however, may require additional information on our website related to defined timelines for interconnection. (Signed by the Governor)***

• **SB 1251 (Stern) Mosquito abatement inspections.** - This bill would require an electrical utility, upon receiving a request from a mosquito abatement district, vector control district or a city or county health department, to enter into a vector management agreement with the requesting agency within 180 days. The requesting agency may seek a vector management agreement with an electric utility, if efforts to obtain voluntary cooperation agreement from the electric utility have failed. The bill would require the agreement to include the location of electrical vaults that the electric utility, mosquito abatement district, or vector control district reasonably believe, due to the type or location of the vault, may contain standing water within the jurisdiction of the district or health department. The agreement shall also contain a reasonable time-period for the electric utility to provide supervised access to its electrical vaults for surveillance, treatment, and post-treatment inspections. The agreement shall also include consideration where feasible of modifications to electrical vaults for the purposes of mosquito exclusion or discharge of captured water. The bill would require a mosquito abatement district, vector control district, or local public health department to keep utility infrastructure data that it receives pursuant to an agreement confidential. Data disclosed by the utility may be limited to the affected geographical area identified by the mosquito abatement district, vector control district, or health department, and disclosed in a manner deemed as a best practice by the utility for the safety and security of public utility infrastructure. A minimum term for the agreement is three years. An electric utility that has an existing agreement is not subject to these provisions for as long as that agreement is in effect. ***Staff comments: Staff worked with our trade associations to limit the applicability of this bill to apply only to locations of electrical vaults where there is reasonable belief that there is standing water. Also, amendments were included in the bill to keep utility infrastructure data provided to the districts confidential. This bill sets up a process for a formal agreement in the case that a voluntary agreement cannot be reached. This bill does not mandate a specific inspection schedule, or how they should be done, and no penalties are included in the legislation. The goal is to have a voluntary working agreement. Historically, the utility has not received requests from the respective agencies to do these types of inspections of our electrical vaults. (Signed by the Governor)***

• **SB 1420 (Caballero) Hydrogen production facilities; certification and environmental review.** - The bill would include hydrogen production facilities and associated onsite storage and

processing facilities that do not derive hydrogen from a fossil fuel feedstock and that receive funding from specified state and federal programs within the definition of an “energy infrastructure project.” These same hydrogen production facilities and associated onsite storage and processing facilities, would also be eligible to be certified as environmental leadership development projects by the California Energy Commission (CEC) and eligible for streamlining benefits related to the California Environmental Quality Act (CEQA). **Staff Comments: The Electric Department supports additional types of power resources, such as hydrogen, to meet the State’s goals. The department encourages new hydrogen laws to be flexible so that utilities can use these resources affordably to meet their clean energy needs. Hydrogen may play a key role in reducing California’s emissions. (Signed by the Governor)**

State Legislation - VETOED:

• **AB 1834 (Garcia) Resource adequacy: Electricity Supply Strategic Reliability Reserve Program.** - This bill, as it pertains to Roseville, allows a POU to use an alternative mechanism, rather than a nonbypassable charge, to pay its share of voluntary procurement from the Department of Water Resources (DWR) central procurement entity (CPE). It would also prohibit DWR from adding any costs to a nonbypassable charge in excess of the cost to the POU to participate in the CPE. **Staff Comments: This bill creates more flexibility in relation to participation in DWR’s CPE process for POUs. The City currently does not voluntarily participate in DWR’s CPE. However, we support more flexibility in the case that we might want to use this mechanism sometime in the future. The Governor vetoed AB 1834 indicating that it is premature to make changes to the Central Procurement Function at this time given that the CPUC only recently initiated use of this function.**

• **AB 3179 (Carrillo) Emergency telecommunications medium- and heavy-duty zero-emission vehicles.** - This bill would, until January 1, 2030, exempt emergency telecommunications vehicles, defined as a bucket truck or a cell on wheels unit, from the California Air Resources Board’s (CARB) Advanced Clean Fleets (ACF) Regulations designed to transition medium- and heavy-duty fleets to zero-emission vehicles (ZEV). AB 3179 applies to emergency telecommunications vehicles owned or purchased by emergency telecommunications providers that are required to participate in the federal Emergency Alert System, to provide access to 911 emergency services, or to provide wireless connectivity during service outages. **Staff comments: Although this bill only exempts defined telecommunication vehicles, this bill continues to highlight the need for exemptions for vehicles that are used to restore outages, like electric utility vehicles that are used to restore power. The City encourages more flexibility from the CARB ACF Rule. The Governor vetoed this bill, asserting that this legislation would undermine the efforts of a previous executive order to accelerate the electrification of the transportation sector to meet state emission reduction goals.**

• **SB 1292 (Bradford) Electricity: fixed charges: report.** - Existing law required the California Public Utilities Commission (CPUC), no later than July 1, 2024, to authorize a fixed charge for default residential rates on an income-graduated basis. This bill would require the CPUC, on or before January 1, 2028, but no sooner than 2 years after the adoption of the income-graduated fixed charge for residential rates, to submit a report to the Legislature on the electrical corporations’ implementation of the fixed charge. The bill would also prohibit the CPUC from authorizing a new residential fixed charge other than those authorized before July 1, 2024, until 30 days after the report is submitted. **Staff Comments: This bill did not have any applicability to POUs; however, staff is watching the broader discussion on changes to how rates are**

determined for any potential applicability to our POU processes. The Governor vetoed this bill because of concern about placing unwarranted limitations to the CPUC's authority to adjust the income-graduated fixed charge (IGFC) once fully enacted. In addition, the veto message referenced that the CPUC already has an evaluation process embedded for the IGFC.

Environmental Utilities

This year the Environmental Utilities Department (EU) tracked approximately 216 bills that had the potential to impact the operations of our Water, Wastewater and Waste Services Utilities. Out of the 216 measures, staff actively engaged on 17 bills. Staff participated in industry workgroups, crafted, and proposed amendments to legislation, wrote letters and provided testimony in legislative committees to advance Roseville's interests. In total, EU supported eleven (11) bills of which five (5) were signed into law, one (1) was vetoed and five (5) failed to make it to the Governor's desk. Additionally, EU opposed seven (7) bills which Roseville was able to move to a support position on one (1) bill, neutral on three (3) bills, two (2) failed to make it to the Governor's desk and only one (1) bill that we opposed was signed into law.

The following bills were previously shared with the Law and Regulation Committee and have either been signed into law or vetoed by the Governor.

New Laws

• **AB 460 (Bauer-Kahan) State Water Resources Control Board: water rights and usage: civil penalties.** - This bill provides increasing penalties for certain water rights violations, including illegal diversions. ***Staff Comments: The City supported AB 460 which was heavily opposed by the water industry when it was first introduced. However, amendments taken by the author narrowed the bill to focus on increasing penalties for violations of water rights to serve as a deterrent for illegal diversions. Roseville does not have water rights of our own, however we do contract with the Placer County Water Agency (PCWA) which does. Roseville engaged on this measure through our associations in coordination with PCWA. (Signed by the Governor)***

• **AB 1820 (Shiavo) Housing development projects: applications: fees and exactions** - This bill authorizes a development proponent that submits a preliminary application for a housing development project to request a preliminary fee and exaction estimate from cities, counties, special districts and schools. Additionally, after an application is approved and is eligible to pull building permits, it requires all local agencies to provide the development proponent with a total sum amount of all fees and exactions that will apply to the project with 30 business days of a request. The total sum is a good faith estimate, is for informational purposes only, and is not legally binding on the agency. ***Staff Comments: The City moved to a neutral position when the author accepted amendments that removed connection fees and capacity charges. On our website, Roseville already provides a list of fees and worksheets for residential, commercial, and multi-family developers to estimate the fees for their proposed development and staff are readily available to help developers and homeowners should they have questions. The City updates the fee booklets annually and throughout the year should changes to fees or rates occur, so that developers have the most up-to-date information. (Signed by the Governor)***

• **AB 1827 (Papan) Local government: fees and charges: water: high consumptive water parcels** - This bill provides that the fees or charges for property-related water service imposed or

increased, may include the incrementally higher costs of water service due to factors like the higher water usage demand of parcels. ***Staff Comments: The City watched this measure as it reaffirms the ability of water agencies to use reasonable and well-accepted methods of assessing the incremental costs associated with higher water usage demands to high water users under Proposition 218. (Signed by the Governor)***

• **AB 2196 (Connolly) Beaver restoration** - Subject to an appropriation, this bill requires the Department of Fish and Game to develop a program to promote beaver restoration across California by revising policies relating to beavers, coordinating restoration efforts, mitigating any human-beaver conflict, and relocating beavers into watersheds. ***Staff Comments: The City was able to move from an oppose-unless-amended position to neutral on this bill after amendments were accepted to include local governments as beaver restoration program partners. Now local agency representatives will have the ability to provide input on appropriate beaver restoration areas. (Signed by the Governor)***

• **AB 2257 (Wilson) Local government: property-related water and sewer fees and assessments: remedies** - The California Constitution specifies various requirements with respect to the levying of assessments and property-related fees and charges by a local agency, including notice, hearing, and protest procedures, depending on the character of the assessment, fee, or charge. Current law, known as the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with these requirements. If a local agency complies with specified procedures, this bill prohibits a person or entity from bringing a judicial action or proceeding alleging noncompliance with the constitutional provisions for any new, increased, or extended fee or assessment, unless that person or entity has timely submitted to the local agency a written objection to that fee or assessment that specifies the grounds for alleging noncompliance. This bill allows local agency responses, to the timely submitted written objections, shall be considered as evidence supporting the agency's compliance with the substantive limitations on fees and assessments. The bill also prohibits an independent cause of action as to the adequacy of the local agency's responses. ***Staff Comments: The City supported AB 2257, which was sponsored by the Association of California Water Agencies, ensures there is transparency and dialogue among water and wastewater utilities and their customers in the rate setting process, particularly when it comes to allegations involving Proposition 218. (Signed by the Governor)***

• **AB 2515 (Papan) Menstrual products: perfluoroalkyl and polyfluoroalkyl substances (PFAS)** - This act, known as the Take All Menstrual Products-PFAS Out Now (TAMPON Act), prohibits a manufacturer from intentionally adding PFAS into a menstrual product beginning January 1, 2025. Additionally, beginning January 1, 2027, the presence of PFAS contained in a menstrual product cannot exceed a limit that will be determined by the Department of Toxic Substances Control (DTSC) through the regulatory process. ***Staff Comments: Given the proliferation of PFAS in so many products and textiles and the growing health and regulatory concerns, the City took a proactive approach by supporting source-control legislation. The presence of PFAS in products has the potential to affect each of the utilities as a passive receiver. This is concerning as ratepayers will end up having to pay for their removal and proper disposal. (Signed by the Governor)***

• **SB 707 (Newman) Responsible Textile Recovery Act of 2024** - This bill enacts an Extended Producer Responsibility (EPR) stewardship program known as the Responsible Textile Recovery Act of 2024. The program requires a producer of apparel or textile articles (e.g. footwear, bags and other knitted and accessories), to form and join a producer responsibility organization (PRO)

and to submit a complete plan for the collection, transportation, sorting, recycling, and the safe and proper management of textiles in the state. Additionally, this bill requires the Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to implement this program with an effective date of no earlier than July 1, 2028. ***Staff Comments: The City supported this measure throughout the two-year session as it aligns with the City's Council Resolution 10-278 that supports the creation of EPR programs to address the proper disposal and recycling of products. The California Product Stewardship Council (CPSC) sponsored SB 707. Roseville participated in the coalition supporting this bill that is to help shift the costs for the proper disposal of products onto the producers of the products versus being borne by Roseville's ratepayers. (Signed by the Governor)***

• **SB 937 (Weiner) Development projects: fees and charges** - The Mitigation Fee Act regulates fees for development projects, fees for specific purposes, including water and sewer connection fees, and fees for solar energy systems, among others. The act requires local agencies to comply with various conditions when imposing fees, extractions, or charges as a condition of approval of a proposed development or development project. The act prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, except for utility service fees, which the local agency is authorized to collect at the time an application for utility service is received. This bill limits the utility service fees exception described above to utility service fees related to connections and caps those fees at the costs incurred by the utility provider resulting from the connection activities. ***Staff Comments: Based on amendments accepted by the author that removed connection and capacity charges from the bill, EU moved to a neutral position back in the spring. Unfortunately, on August 22, the author accepted amendments which could be interpreted to create a new legal standard for imposing these connection fees under Section 6 of the Government Code. The City submitted a veto request to the Governor and joined a coalition led by the California Association of Sanitation Agencies (CASA). (Signed by the Governor)***

• **SB 1143 (Allen) Paint products: stewardship program** - This bill expands the architectural paint recovery program within CalRecycle to include and expanded list of paint products. Manufacturers and stewardship organizations will be required to develop and implement a stewardship plan for the proper end-of-life management of these new paint products that include coatings, aerosol coating products, nonindustrial coatings, and coating-related products. Current collection locations can accept all new covered paint products if the location is currently established under a stewardship plan approved by CalRecycle. ***Staff Comments: This is another measure that aligns with the City's Council Resolution 10-278, which supports a comprehensive Extended Producer Responsibility (EPR) law that allocates end-of-life disposal costs with the producers of products that end up in the solid waste stream. Roseville submitted advocacy letters supporting this measure. (Signed by the Governor)***

• **SB 1210 (Skinner) New housing construction: electrical, gas, sewer, and water service: service connection information** - For new housing construction, this bill requires utilities to post on their internet website a fee schedule for service connections for various housing developments by January 1, 2026. Additionally, utilities must post an estimated timeframe for completing typical service connections for the different types of housing developments. ***Staff Comments: The City was able to move from an oppose-unless-amended position to a neutral position when amendments taken removed a cap on fees for utility service. EU already posts a fee***

schedule on our website for housing developers to refer to in order to ensure transparency. (Signed by the Governor)

Vetoed Bills

• **AB 2214 (Bauer-Kahan) Ocean Protection Council: microplastics** - This bill would have required the Ocean Protection Council (OPC) to establish and lead an interagency coordination group tasked with making recommendations to the Legislature on statutory changes needed to implement recommendations from the 2022 Statewide Microplastics Strategy, published by the OPC, by December 31, 2025. The focus of the recommendations would have been on the sale and use of ENERGY STAR washers and dryers and to determine what other states have achieved when it comes to biodegradable standards. ***Staff Comments: Over the years we have seen legislation aimed at mandating certain types of filters being added to washing machines to help prevent microplastics from entering the wastewater stream. EU watched this bill so that we could be well informed and aware of potential future legislation. (Vetoed by the Governor)***

• **SB 366 (Caballero) The California Water Plan: Long-term Supply Targets** - This bill would have proposed updates to the contents of the California Water Plan, which requires the Department of Water Resources (DWR) to develop a comprehensive, strategic plan for the sustainable and equitable management and stewardship of California's water resources. SB 366 would have set an interim water supply planning target, starting with the 2028 update, of achieving 9,000,000 acre-feet of additional water capacity by 2040. It also would have required the 2033 update to include updated water supply planning targets with a 50-year planning horizon to ensure the future water needs of the state are met. ***Staff Comments: The California Municipal Utilities Association (CMUA) sponsored this measure as an effort to meet the State's water needs in the future. The City supported this all-of-the-above approach that focused on various water supply management strategies to help combat the impacts of climate change, rather than solely relying on conservation efforts. (Vetoed by the Governor)***

FISCAL IMPACT

The costs of these activities are contained within the City's current budget.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager

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Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 3645

File #: 0201

Title: Tax and Equity Fiscal Responsibility Act Hearing - Crawford Project

Contact: Jeannine Thrash 916-774-5743 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 11/20/2024

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

- 1) Conduct the public hearing under the requirements of the Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended (the "Code").
- 2) Adopt a Resolution of the City Council of the City of Roseville approving a plan of finance including the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") in an aggregate outstanding principal amount not to exceed \$75,000,000 to finance and refinance the acquisition, construction, improvement and equipping of a qualified residential rental project for the benefit of Roseville Harvey 715, L.P., a California Limited Partnership (or an affiliate), and certain other matters relating thereto.

BACKGROUND

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$75,000,000 (the "Bonds") of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance and refinance the acquisition, construction, development and equipping of a 265-unit qualified residential rental project, the Crawford (the "Project"), to be owned and operated by the Borrower and to be located at 1130 Harvey Way within the City of Roseville.

In order for the Bonds to qualify as tax-exempt bonds, the City of Roseville must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

California Municipal Finance Authority

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 200 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not Bonds of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

Participation by the City in the CMFA does not impact the City's appropriation limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

FISCAL IMPACT

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit debt issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to Roseville, it is expected that 25% of the issuance fee, or approximately \$20,700 will be granted by the CMFA to the General Fund of the City. Such grant may be used for any lawful purpose of the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of the resolution to issue tax-exempt bond financing meets this criteria and is not subject to CEQA. In addition, environmental review for The Crawford project was previously completed in the West Roseville Specific Plan EIR (certified February 14, 2004, SCH# 2002082057) and is independent of this particular action. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 24-392

Notice of Public Hearing

RESOLUTION NO. 24-392

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE OUTSTANDING PRINCIPAL AMOUNT NOT TO EXCEED \$75,000,000 TO FINANCE AND REFINANCE A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF ROSEVILLE HARVEY 715, L.P., A CALIFORNIA LIMITED PARTNERSHIP (OR AN AFFILIATE), AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, USA Properties Fund, Inc. (the “Sponsor”), on behalf of Roseville Harvey 715, L.P., a California limited partnership, or another ownership entity to be created by the Sponsor or an affiliate of the Sponsor (such limited partnership or other ownership entity being referred to herein as the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) undertake a proposed plan of finance that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an aggregate principal amount not to exceed \$75,000,000 (the “Bonds”) to finance and refinance the acquisition, development, construction and equipping of a 265-unit qualified residential rental project (the “Project”) to be owned and operated by the Borrower and to be located at 1130 Harvey Way within the City of Roseville, California (the “City”); and

WHEREAS, an “applicable elected representative” of the jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is an “applicable elected representative” for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance for the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds and now desires to approve the proposed plan of finance for the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, California, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the proposed plan of finance for the Project that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed \$75,000,000. It is the purpose and intent of the City Council that this Resolution constitute approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein. The City Council expressly conditions its approval of this Resolution on its understanding that the City shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Bonds for the financing of the Project.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Roseville, California, this ____ day of _____, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

[SEAL]

Mayor

ATTEST:

City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on November 20, 2024, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to a proposed plan of finance that includes the issuance and reissuance from time to time, by the California Municipal Finance Authority (the “Authority”), of one or more series of revenues bonds in an outstanding principal amount not to exceed \$75,000,000 (the “Bonds”) to finance and refinance the acquisition, construction, development and equipping of a 265-unit qualified residential rental project located at 1130 Harvey Way, on an approximately 11-acre site east of Fiddymont Road, west of Oakbriar Circle and south of the Pleasant Grove Creek Trail (the “Project”), in the City of Roseville, California (the “City”). The Project is to be owned and operated by Roseville Harvey 715, L.P., a California limited partnership (the “Borrower”), or another ownership entity to be created by USA Properties Fund, Inc. (the “Sponsor”), or an affiliate of the Sponsor (such limited partnership or other ownership entity, the “Borrower”).

The Bonds and the obligation to pay principal thereof and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City, the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be limited obligations of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The public hearing will commence at 6:00 p.m., or as soon thereafter as the matter can be heard, as part of the open session of the City Council meeting in the Council Chambers, 311 Vernon Street, Roseville, California. Interested persons wishing to express their views on the proposed plan of finance or on the nature and location of the facilities proposed to be financed may attend the hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, Roseville City Clerk, 311 Vernon Street, Roseville, California 95678.

Dated:



COUNCIL COMMUNICATION

CC #: 3640
File #: 0800-03

Title: Electric Backbone Mitigation Fee - Roseville Municipal Code Amendment
Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 11/20/2024
Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce an ordinance for first reading, approving amendments to the Roseville Municipal Code regarding the Electric Backbone Mitigation Fee.

BACKGROUND

The Electric Backbone Mitigation Fee, paid by developers, recuperates the City's expenses associated with constructing and enhancing the electric backbone system. This system encompasses substations and high-voltage lines essential for delivering electricity to all customers. As outlined in Municipal Code Chapter 4.54, the fee aims to equitably distribute the costs of electric system infrastructure among those who necessitate its development, ensuring that neither ratepayers nor the General or Electric funds subsidize new development.

The City engaged the services of EES Consulting, an electric utility consultant, to conduct a comprehensive study of the existing backbone fee. The analysis conducted by EES considered the current Capital Improvement Project (CIP) expenses associated with the backbone system that are eligible for recovery, as well as the projected development outlined in the City's specific plans once fully realized.

A comparable study was last conducted in 2018. Since then, there have been notable changes in Roseville Electric's projected CIP expenses and anticipated customer base upon completion of specific plans. Moreover, the significant inflation and rise in construction costs observed in recent years necessitate an adjustment to the backbone fees. According to the updated analysis, for residential development, the Electric Backbone Mitigation Fee for single-family and multi-family units is expected to increase by approximately \$82 and \$58 per unit, respectively. The proposal for residential backbone fees represents a 16% increase over the current fee. This is an increase of approximately 4% per year since the last backbone fee adjustment in 2020.

For all commercial and industrial developments, the backbone fee for a new building is determined based on the service panel rating, measured in kilo-volt amps (kVA). Under this proposal, the Electric Backbone Mitigation Fee will increase by approximately \$6 per kVA. To

provide context, with this adjustment, the backbone fee for a restaurant/office building with 3-phase service and a 1200-amp panel would increase by approximately \$2,000. The percentage increase for commercial developments is 6% per kVA.

The proposed Backbone Fee increase was presented to the Roseville Public Utilities Commission on October 22, 2024. The Commission voted to recommend that the City Council adopt the fee increase proposal.

FISCAL IMPACT

The proposed fee adjustments will result in approximately \$600,000 in additional revenue in connection and impact fees over the next 5 years. The proposed change aligns the revenues collected from developers with the costs of operating the utility to maintain financial strength and stability, consistent with City Council priorities.

ENVIRONMENTAL REVIEW

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

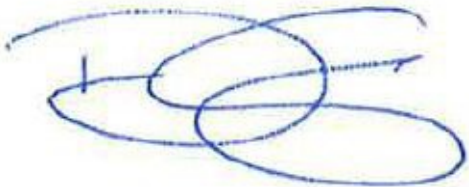
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Joanna Cucchi, Electric Utility Financial Administrator

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Municipal Code Edits
EES Backbone Fee Analysis

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
4.54.010, 4.54.020, 4.54.040 AND 4.54.050 OF THE ROSEVILLE MUNICIPAL CODE

REGARDING
ELECTRIC BACKBONE MITIGATION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The sections of the Roseville Municipal Code listed above are
hereby amended to read as shown on Attachment “A”.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from
the date of adoption.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A"

Title 4. Revenue and Finance

Chapter 4.54. ELECTRIC BACKBONE MITIGATION FEE

§ 4.54.010. Purpose.

The city council finds and declares that the purpose of this chapter is as follows:

A. The general plan of the city requires that the city be provided, in a time frame related to its development, with an adequate level of electric system subtransmission infrastructure so as to maintain an efficient, reliable and safe distribution system.

B. New development, and the expansion of existing development, within the city imposes a burden on the existing electric system subtransmission infrastructure, including without limitation the need for upgraded or additional 60kV substations and subtransmission lines, by adding additional electric load. Such burden may vary by the type of development.

C. Analysis of the electric load currently created by the various types of development within the city and of the land use expected at build out of the city pursuant to the general plan makes it possible to estimate the amount of electric load generated by different types of development and to determine the electric system subtransmission infrastructure or facilities necessary to support those loads. It is therefore possible to construct a fee, based on anticipated electric load, which equitably spreads the burden of electric system subtransmission infrastructure or facilities to those who will create the need for them and utilize them. It is the intent of this chapter to create such a fee, spreading costs of electric system subtransmission infrastructure to those who create the need for such subtransmission infrastructure, without burdening rate-payers or generating any surplus to either the general or electric funds. It is the further purpose of this chapter to implement the general plan by assuring that adequate public facilities are financed and provided to serve the city.

D. The fee established by this chapter has been calculated in the manner set forth in the ~~Utility Financial Solutions (UFS)~~ [EES Consulting Electric Backbone Mitigation Fee Analysis \("Fee Analysis"\)](#) ~~Consultant Study ("Study")~~ so as to pay for those facilities listed in the capital improvement program.

E. The fee established by this chapter is in addition to any other fees or charges required by law as, a condition of development or electric service, including without limitation by reason of enumeration, required payments in aid of construction for the cost of distribution facilities for or within a specific development, service connection fees or direct installation fees, or periodic payments for service pursuant to rates established in Chapter 14.24.

F. The fee established by this chapter is to be collected for public improvements and facilities, and for which a proposed construction schedule has been adopted.

G. That the failure to impose the conditions and regulations of this chapter relating to payment of the fee on building permits would jeopardize residents of the community in that it would permit construction to proceed without adequate infrastructure or means of financing said infrastructure.

H. The requirement of this chapter to pay the fee is necessary ~~in order to~~ [to](#) assure compliance with the applicable Zoning Ordinance and general plan requirements for the infrastructure funded by this chapter.

I. That for a period of greater than 10 days prior to adoption of this chapter, data has been available to the public and to developers and their representatives indicating the cost or estimated cost of the entire infrastructure to be funded.

J. That the city council has considered the effect of the fee imposed by this chapter with respect to the housing needs of the city as a whole and of the region, particularly as required by the housing element of the general plan, and the city council finds that this chapter does not unduly adversely affect the city's ability to provide for such needs.

K. That the establishment of the fee is for the purpose of obtaining funds for capital projects, necessary to maintain service required by the general plan within existing service areas and existing portions of the city which are developed or for which land use has already been granted.

Title 4. Revenue and Finance

Chapter 4.54. ELECTRIC BACKBONE MITIGATION FEE

§ 4.54.020. Definitions.

The following words are defined for purposes of this chapter as follows:

"Building permit" means the permit issued or required by the city for the construction of any structure pursuant to and as defined by the building code.

"Capital improvement program" means that list of proposed electric system facilities, improvements, or infrastructure totaling ~~\$28,650,000.00~~ \$37,607,000 referenced in the ~~2019-2024 UFS EES Fee~~ Analysis Study.

"Department" means the electric utility department.

"Director" means the director of the department.

"Facilities" mean those electric system facilities or infrastructure shown and included on the capital improvement program.

"Fee" or "electric backbone mitigation fee" or "backbone fee" means the fee established by this Chapter 4.54. The fee shall be collected prior to the approval of any building permit. The fee shall be used solely to finance the facilities. The fee as codified in this chapter has previously been imposed for the same purposes, pursuant to motion of the city council.

"Improvement plan" means a site plan of property proposed for development showing all required improvements that must be approved by the city prior to the issuance of a building permit for the property.

"~~Study Analysis~~" or "~~system study fee analysis~~" means the ~~2019-2024 UFS EES Consultant Study Fee Analysis~~. The ~~Study Analysis~~ is on file in the office of the city clerk.

Title 4. Revenue and Finance

Chapter 4.54. ELECTRIC BACKBONE MITIGATION FEE

§4.54.040. Payment of electric backbone mitigation fee.

Except as otherwise provided by this chapter, the fee imposed pursuant to this chapter shall be paid at the time of permit and prior to a request for any electrical inspection. Calculation of the fee shall be determined on a per unit basis in accordance with the billing units defined in the ~~UFS Consultant Study Fee Analysis~~ and Section 4.54.050 of this chapter, the number of single-family units, multifamily units, and general service customers (all other commercial/office/industrial types of development) service panel rating of the development. Descriptions of land use categories and type of development in this chapter, except as otherwise noted, are utilized in the same manner as in the city general plan.

Title 4. Revenue and Finance

Chapter 4.54. ELECTRIC BACKBONE MITIGATION FEE

§ 4.54.050. Electric backbone mitigation fee.

The electric backbone mitigation fee shall be:

Type of Development	Amount of Fee
Apartments, condominiums, townhouses and mobile homes	\$360.95 <u>\$436.41</u> per dwelling unit
Other residential units including single-family homes	\$496.31 <u>\$592.20</u> per dwelling unit
General service (all other commercial/office/industrial)	\$90.24 <u>\$98.70</u> per kVA

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PREPARED BY EES CONSULTING

Roseville Electric Utility

Final Backbone Mitigation Fee Update

October 2024



October 16, 2024

Mr. Patrick Zanardelli
Roseville Electric Utility
116 S. Grant Street
Roseville, CA 95678

SUBJECT: Final Backbone Mitigation Fee Update

Dear Mr. Zanardelli:

EES Consulting (EES), a GDS Associates company, is pleased to submit this Final Backbone Mitigation Fee Update to Roseville Electric Utility.

Please feel free to contact me directly with any questions or comments.

Very truly yours,

Amber Gschwend

Managing Director, EES Consulting

16701 NE 80th Street, Suite 102, Redmond, WA 98052

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Backbone Mitigation Fee Update

INTRODUCTION

EES Consulting (EES), a GDS Associates company, is pleased to submit this Final Backbone Mitigation Fee Update to Roseville Electric Utility (REU). The Backbone Mitigation Fee is charged for new customers to connect to the distribution system based on the relationship between future costs and the impact new customers have on future expansion costs. The purpose of the Backbone Mitigation Fee is to prevent existing customers from increased electric rates due to capital expenditures directly related to the addition of customers.

This report summarizes the backbone fee update prepared for REU. This report updates the previous analysis prepared in April 2019. The results show that the current backbone fee should be increased approximately 6% to mitigate the cost of line capacity growth on existing customers by recovering backbone costs through the kVA fee. Additionally, this increase is consistent with recent inflationary pressures and supply chain impacts impacting electric utilities in particular. Table 1 summarizes the current and proposed Backbone Mitigation Fee.

TABLE 1: CURRENT AND PROPOSED KVA FEE

Customer Class	Current Fee	Billing Method	Proposed kVA Fee
RSF (Residential Single-Family)	\$510.51	Per Home	\$592.20
RMF (Residential Multi-Family)	\$371.28	Per Dwelling	\$429.35
GS (Commercial/Industrial)	\$92.82	Per kVA	\$98.70

CURRENT BACKBONE MITIGATION FEE

The current Backbone Mitigation Fee was developed in 2019 based on the kVA approach. This fee is typically adjusted annually by the construction cost index (CCI), however the last update was in June 2020 and was not adjusted again in an effort to help offset increased costs for developers. The proposed backbone fee increase incorporates the most recent CCI adjustments, enabling the utility to better reflect the rising costs of labor and materials since the previous analysis completed in 2019. Had annual CCI updates been utilized, the current backbone fee would be \$110.61 per kVA which is higher than the proposed per kVA fee of \$98.70 in Table 1 above.

TABLE 2: CURRENT FEE AND APPROXIMATE FEE INCLUDING CCI INCREASES

Customer Class	Current Fee	Billing Method	Approximate Fee w/ CCI Increases
RSF (Residential Single-Family) ¹	\$510.51	Per Home	\$608.36
RMF (Residential Multi-Family) ²	\$371.28	Per Dwelling	\$442.44
GS (Commercial/Industrial)	\$92.82	Per kVA	\$110.61

1. Based on 5.5 kVa per single family home
2. Based on 4.0 kVa per multifamily home

BACKBONE MITIGATION FEE ANALYSIS

The analysis reviewed REU's capital improvement plan and costs. Not all CIP costs are attributed to growth. Many CIP projects are initiated due to reliability needs including aging assets, lack of redundancy,

safety, and security. The 5-year CIP plan was provided by Power Engineering staff and the list was updated to include several new projects and removes two projects identified in the previous analysis that have been paid for with backbone fees collected since the 2019 analysis. The additional capital improvement projects and increases to labor and material costs since 2019 increased the 5-year CIP plan project expenses by 31% from the previous backbone fee study.

TABLE 3: PLANNED CIP COSTS 2024 – 2029

	Total CIP	% Allocated to New Dev	\$ Allocated to New Dev.
Sierra Vista Transformer Addition	\$3,381,000	75%	\$2,536,000
Creekview Substation/60kV Extension	\$15,394,000	75%	\$11,546,000
Vernon Substation Upgrade	\$18,832,000	25%	\$4,708,000
Total	\$37,607,000		\$18,790,000
Less Backbone Fees Collected Since 2018			\$5,290,000
Adjusted Total			\$13,500,000

The total capital costs assigned to growth total \$18.8 million. However, this total is adjusted downward to \$13.5 million based on the backbone fees collected since 2018. These collected fees partially fund the CIP in Table 3. This new amount is divided by the total number of new kVA projected on the system. The total new kVA is based on the Specific Plans for development in Amoruso Ranch, while customers served by existing capacity include growth projections for all other areas of the City.

TABLE 4: PLANNED HOUSING UNIT GROWTH 2024 – 2029

	Units served by Existing Capacity	Customers Served by New Capacity	Total New Customers
RSF (Residential Single-Family)	6,281	1,794	8,075
RMF (Residential Multi-Family)	5,533	873	6,406
Total New Units (Customers)	11,814	2,667	14,481

Total kVA is calculated in Table 5 using an average of 6.0 kVA for new single family units and 4.35 kVA for new multi-family units. These values are increased from the 2019 study due to increased electric uses in the home including Electric Vehicle charging. General Service kVA per acre varies based on designated land use for the area.

TABLE 5: PLANNED KVA GROWTH 2024 – 2029

	kVA Served by Existing Capacity	kVA Served by New Capacity	Total New KVA
RSF (Residential Single-Family)¹	37,686	10,764	48,450
RMF (Residential Multi-Family)²	24,069	3,798	27,866
GS (Commercial/Industrial)	59,560	1,224	60,784
Total kVA	121,315	15,786	137,100

1. Based on 6.0 kVa per single family home.

2. Based on 4.35 kVa per multifamily home.

Table 6 summarizes the projected revenue recovery with the above assumptions.

TABLE 6: PROJECTED REVENUES FROM KVA BASED RATES

	kVA per Customer	Projected # of New Customer or kVA Units	kVA Fee per Unit	Estimated Revenue
RSF (Residential Single-Family)	6.00	8,075	\$592.20	\$4,782,015
RMF (Residential Multi-Family)	4.35	6,406	\$429.35	\$2,750,384
GS (Commercial/Industrial)	1	60,784	\$98.70	\$5,999,415
Total				\$13,531,814

SUMMARY

Since 2019, REU has added capital projects needed to serve the projected load growth. The costs for these projects are included in the Backbone Mitigation Fee calculation. The above methodology mitigates the cost of growth on existing customers by recovering backbone costs through the kVA fee. The CIP costs are projected through fiscal year 2029. As additional projects are needed to meet projected growth, this analysis should be updated. Between updates, the Backbone Fee should be reviewed and adjusted annually per Municipal Code 4.54.140: The Construction Cost Index (CCI) inflationary fee adjustment. Finally, Backbone Mitigation Fees should be evaluated specifically for any new very large electric customers (connecting at 60 kV or higher).



COUNCIL COMMUNICATION

CC #: 3646

File #: 0110

Title: Downtown Specific Plan, Old Town Pizza - Economic Development Incentive Agreement

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

Meeting Date: 11/20/2024

Item #: 9.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Hold a public hearing to review an Economic Development Incentive Agreement with Old Town Roseville Properties, LLC (OTRP), for the operation of an "Old Town Pizza" restaurant to be located at 324 Vernon Street; and
2. Adopt a resolution to approve the City of Roseville Economic Development Incentive Agreement with OTRP to offset remediation costs associated with the development of an "Old Town Pizza" restaurant at 324 Vernon Street and authorize the City Manager to execute it.

BACKGROUND

This staff report shall serve as the economic development subsidy report pursuant to California Government Code Section 53083. The subject site is located at 324 Vernon Street within the Downtown Specific Plan (DTSP) and is currently developed with a 19,485 square-foot building that was originally constructed in 1935. The building was previously owned by the City of Roseville and leased to the United States Postal Service until the relocation of the downtown post office to 116 South Grant Street in October of 2020.

Prior to the post office vacating the site, the City released a Request for Proposals (RFP) in 2018 seeking out a development team to purchase and develop the property consistent with the vision of the DTSP. The City ultimately selected a mixed-use development proposal submitted by Lennox Hill Interiors, LLC and subsequently sold the property to the developer in November of 2020. As part of the terms of the sale to the developer in 2020, the City agreed to provide the developer approximately \$200,000 for hazardous materials remediation in association with the demolition of the building (to be reimbursed following issuance of a Certificate of Occupancy Permit). However, the project never developed due to increased development costs, project feasibility issues, and uncertain market conditions. After owning the property for several years and exploring alternative project designs, the owner listed the property for sale and subsequently sold

the site to OTRP in 2024. OTRP has a principal place of business located at 120 N. McDaniel Drive, Auburn, CA, 95603 and will be the legal entity that owns the property at 324 Vernon Street for the purposes of operating an “Old Town Pizza” restaurant and entertainment venue.

Old Town Pizza (OTP) has proposed to relocate from its current location at 120 Church Street in Historic Old Town to 324 Vernon Street to provide expanded amenities beyond their current operation, which includes a pizza restaurant with 71 employees in an 8,100 square-foot building. OTP will renovate and activate the site at 324 Vernon Street with the intent of expanding its operations to 25,000 square feet of usable space.

The new location will include a pizza restaurant on the main floor with a rooftop dining area, a tap room operated by Slice Beer, and a potential basement speakeasy in a future phase. The company’s estimated capital investment is \$6.5 million for the first phase of building improvements and equipment purchases, which are projected to be completed by the end of 2025. An estimated 43 new jobs are anticipated by 2030 (3 full-time/40 part-time), expanding OTPs employment by 61% and more than \$1.3 million in sales tax is projected to be collected by the City of Roseville over the next ten years. Additionally, a total of \$114,000 in property taxes is estimated to be collected by the City over the same period.

With the construction of the proposed project, lead and asbestos remediation will be required due to the age of the building. The estimated cost of remediation is anticipated to total approximately \$150,000, in addition to the development construction costs of \$5.6 million for the project. In an effort to facilitate development at this catalyst site, the City will provide the economic development incentive payment to OTRP in an amount not to exceed \$100,000 following completion of the project and issuance of a certificate of occupancy (anticipated to be completed by December 31, 2025).

Staff finds that the unique public purpose of this economic development incentive aligns with the goals of the City’s DTSP to support development of a catalyst site, in addition to promoting the general welfare of the City and its residents by creating new jobs, expanding the range and diversity of downtown retail offerings, broadening the City’s property tax and sales tax base, and generating increased City revenues. Furthermore, if not for the economic development incentive, this project might not be developed in downtown based on the additional costs associated with infill development.

Other important goals and objectives that are satisfied by the project include:

1. Construction of the project is expected to generate a substantial number of construction jobs and permanent part-time and full-time jobs;
2. Public investment in this project will result in significant private investment into the downtown;
3. An increase in the number of visitors to the downtown area will generate additional spending on dining, retail and entertainment activities associated with surrounding downtown merchants; and
4. Additional property taxes will be generated based on the increase in property value and proposed improvements.

As proposed, the project will generate significant sales tax, activate a key intersection in downtown Roseville, and help retain an existing local business within the community. Moreover, this economic development incentive is consistent with, and in furtherance of, the City’s Economic Development strategy of supporting development projects that will further catalyze growth and investment in downtown Roseville.

At this time, the City proposes a \$100,000 economic development incentive to be paid to OTRP to offset remediation costs associated with development of the site, consistent with the terms and intent of the City's previous sale of the property to Lennox Hill Interiors, LLC.

FISCAL IMPACT

A budget adjustment was approved in October of 2019 allocating \$275,000 from the Strategic Improvement Fund (SIF) to the Vernon Street Sale Preparation capital improvement project (CIP) to cover due diligence items and remediation costs associated with the sale of the property to Lennox Hill Interiors, LLC. To date, there is a remaining balance of \$240,000 and the proposed \$100,000 incentive will come from the existing CIP. There will be no impact to the City's General Fund.

In addition to the economic impacts noted within the staff report, the proposed project is expected to generate significant construction related economic impacts totaling \$7.9 million, based on the multiplier effect of construction spending for supported suppliers, consumer businesses and employees associated with construction activity. The project will also generate roughly 50 temporary construction jobs and 74 permanent and part-time jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. Economic incentive agreements meet the above criteria and are not subject to CEQA. No additional environmental review is required.

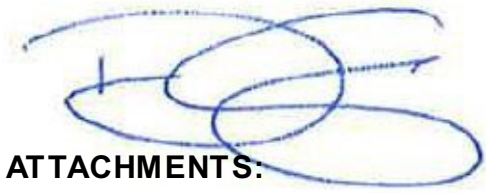
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Melissa Anguiano, Economic Development Director



ATTACHMENTS:

Description

~~Resolution 24-393~~

Dominick Casey, City Manager
Economic Incentive Agreement

RESOLUTION NO. 24-393

APPROVING A CITY OF ROSEVILLE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLD TOWN ROSEVILLE PROPERTIES, LLC WHOLESALE CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the property at 324 Vernon Street within the Downtown Specific Plan (DTSP) is currently developed with a 19,485 square-foot building that was originally constructed in 1935; and

WHEREAS, the building was previously owned by the City of Roseville and leased to the United States Postal Service until the relocation of the downtown post office to 116 South Grant Street in October of 2020; and

WHEREAS, the property was sold to Lennox Hill Interiors, LLC in November of 2020, however, due to increased development costs, project feasibility issues, and uncertain market conditions, the original project never developed; and

WHEREAS, after owning the property for several years and exploring alternative project designs, the owner listed the property for sale and subsequently sold the site to Old Town Roseville Properties, LLC (OTRP) in 2024; and

WHEREAS, Old Town Pizza has proposed to relocate from its current location at 120 Church Street in Historic Old Town to 324 Vernon Street to provide expanded amenities beyond their current operation; and

WHEREAS, with the construction of the proposed project, lead and asbestos remediation will be required due to the age of the building; and

WHEREAS, in an effort to facilitate development at this catalyst site, the City is willing to provide the economic development incentive payment to OTRP in an amount not to exceed \$100,000 following completion of the project and issuance of a certificate of occupancy (anticipated to be completed by December 31, 2025).

WHEREAS, staff recommends that the City Council approve a City of Roseville Economic Development Agreement for this economic incentive to provide the following public benefits:

1. It aligns with the goals of the City's DTSP to support development of a catalyst site; and
2. It promotes the general welfare of the City and its residents by creating new jobs; and
3. It expands the range and diversity of downtown retail offerings; and
4. It broadens the City's property tax and sales tax base; and

5. If not for the economic development incentive, this project might not be developed in downtown based on the additional costs associated with Infill development.

WHEREAS, the City of Roseville Economic Development Incentive Agreement, by and between the City of Roseville and Old Town Roseville Properties, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said City of Roseville Economic Development Incentive 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 _____, 2024, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY OF ROSEVILLE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

(Project: Old Town Pizza – 324 Vernon Street)

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“City”), and Old Town Roseville Properties, LLC, a California limited liability company, including its agents, officers, and employees (“OTRP”); and

RECITALS:

- A. WHEREAS, OTRP recently closed escrow to complete the purchase of the property and improvements located at 324 Vernon Street Roseville, California, 95678 (the “Property”) for the purpose of developing, opening, and operating an “Old Town Pizza” restaurant and entertainment venue (“OTP Project”); and
- B. WHEREAS, the City previously owned the Property at 324 Vernon Street and sold it in 2019 to a developer that originally intended to develop the Property for other purposes; and
- C. WHEREAS, when the City sold the Property in 2019 to the developer, it offered to partially assist the developer with the cost of remediation services by the City agreeing to pay for the first one hundred thousand dollars (\$100,000) for such costs to remove and remediate any potential asbestos, lead, mold, or other contamination or hazardous material on the Property; and
- D. WHEREAS, the developer did not perform any remediation or development activities to the Property prior to selling the Property to OTRP for the OTP Project; and

E. WHEREAS, OTRP has requested, and the City has agreed, to provide OTRP with a contingent economic development incentive for remediation services in conjunction with the OTP Project, subject to the terms and conditions set forth herein; and

F. WHEREAS, the City finds that the public purpose of this economic development incentive is to promote the general welfare of the City and its residents by creating new jobs; to broaden the City's property tax and sales tax base; to continue the revitalization of the downtown area; and to generate ongoing City revenues. This economic development incentive is consistent with and in furtherance of the City's Economic Development Strategy.

NOW, THEREFORE, in consideration of the foregoing Recitals and the following mutual covenants, agreements, conditions, and representations, and for valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.

2. Incentive Payment. Subject to the provisions and limitations set forth herein, the City agrees to make an economic development incentive payment to OTRP in an amount not to exceed one hundred thousand dollars (\$100,000) (the "Incentive Payment"), subject to the issuance of a certificate of occupancy by City for the OTP Project opening at 324 Vernon Street. City shall have no obligation to make the Incentive Payment prior to the issuance of a certificate of occupancy. City shall make payment of the Incentive Payment within thirty (30) days of a written request by OTRP for such payment after its receipt of a certificate of occupancy. Should there never be a certificate of occupancy issued, no payment from the City shall be required under this Agreement.

3. Documentation of Remediation Activities. In order to receive the Incentive Payment, OTRP shall provide the following items to the Economic Development Director upon completion of the OTP Project:

- (i) Copies of all checks issued by OTRP with related invoices indicated;
- (ii) Copies of all invoices, payments by OTRP, and reimbursements to OTRP;

4. Indemnification. To the fullest extent allowed by law, OTRP 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, or resulting from or arising out of OTRP's willful misconduct or negligent act or omission while engaged in the development of the OTP Project, or 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.

OTRP agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that OTRP and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

OTRP's responsibility for such defense and indemnity obligations under this Section 4 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, any insurance limits.

5. Limited City Obligation. The obligations arising from this Agreement are not a debt of the City under section 18 of article XVI of the California Constitution, nor a legal or

equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. Nothing herein shall provide OTRP any right to compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement. The obligations created by this Agreement do not create an immediate indebtedness of the City, but rather create a contingent liability only when a payment becomes due hereunder.

6. Compliance with Laws. OTRP shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

7. Ability to Perform. OTRP agrees and represents that it has the time, ability and professional expertise to perform the development of the OTP Project.

8. Assignment. OTRP is performing unique services in developing the OTP Project. As such, OTRP shall not assign this Agreement without the prior written consent of City.

9. Independent Contractor. OTRP, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of City by reason of this Agreement.

10. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. Termination of Agreement. The City may terminate this Agreement should the OTRP Project not receive a certificate of occupancy by December 31, 2026. Sections 4 and 14 of this Agreement shall survive any termination of this Agreement.

12. 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.

13. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties. The City Manager for the City, or his or her designee, shall have authority to execute any documents necessary to effectuate the purpose of this Agreement.

14. 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.

15. 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

City of Roseville
City Clerk's Office
311 Vernon Street
Roseville, CA 95678
Attn: Economic Development Director

OTRP

Old Town Roseville Properties, LLC
Attn: Reese Browning
120 N. McDaniel Drive
Auburn, CA 95603

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

16. Time is of the Essence. The parties acknowledge that time is of the essence.

17. 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.

18. Advice of Legal Counsel. Each of the parties hereto has received the advice of independent legal counsel prior to signing this Agreement. Each of the parties hereto acknowledges that neither party, or agent or attorney of a party, has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce the other party to execute this Agreement.

19. Joint Drafting. Each party fully understands each term contained herein. Each party knowingly and voluntarily enters into this Agreement and knowingly and voluntarily agrees to each term contained herein. All of the undersigned parties agree that they and their legal counsel have reviewed and have had an opportunity to revise this Agreement, that no single party shall be deemed to have drafted this Agreement or any portion thereof, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE,
a municipal corporation

OLD TOWN ROSEVILLE PROPERTIES, LLC,
a California limited liability company

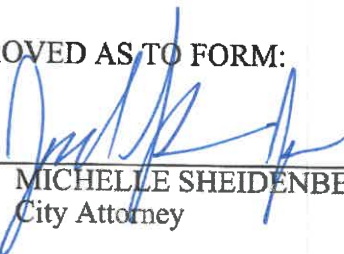
BY: _____
DOMINICK CASEY
City Manager

BY: 
REESE BROWNING
Managing Member

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: 
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MELISSA ANGUIANO
Economic Development Director